CLERK'S COPY.

VOLUME II

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1942

No. 73

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

INDIANA & MICHIGAN ELECTRIC COMPANY, AND MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SIXTH CIRCUIT

PETITION FOR CERTIORARI FILED APRIL 11, 1942

CERTIORARI GRANTED MAY 25, 1942

INDEX

	PAGE
Petition for Enforcement	1
Certificate of National Labor Relations Board	5
Petitioner's Designation of Record	8
Respondent's Designation of Record	19
Amended Charge	30
Complaint	32
Petition and Motion of Respondent for Extension of Time to Answer	36
Order on Petition for Extension of Time	37
Answer of Respondent	38
Motion of Respondent to Make Complaint More Specific	40
Motion of Respondent for Continuance	45
Order Designating Trial Examiner	47
Stipulation as to Certain Facts	47
Intermediate Report	53
Respondent's Exceptions to Intermediate Report, etc.	93
Petition of Respondent to Reopen Case, etc.	130
Decision and Order of National Labor Relations Board	135
Transcript of Evidence	171

TESTIMONY ON BEHALF OF THE BOARD

	DI.	CR.	REDI.	RECR.
Samuel Guy	178	183		
John R. Marks	188	189		
Taylor Edgell	191	198	213	214
George S. Holmes	217	229	247	259

TESTIMONY ON BEHALF OF THE BOARD—(Continued)

	DI.	CR.	REDI.	RECR.
Lester Shields	260	261		261
Dewey Edwards	262	262		
Nelson D. Lambert	265	270		
Geraldine Carlson	274	275		
Earl Freeman	276			
R. L. Hoblitzel	277			
Ray M. Collins	279	286	301	302
Albert Otis	303			
Claude F. Buckley	316	317		320
Walter Hulwick	320	321		
Forrest Elkins	325	327		
E. J. Ernst	329	335		
Ernest Durfey	336	339		340
Earl Seeley	340			
Russell H. Kidder	343	345	347	348
Frank Claeys	348			
Charles A. Havlin	354	359		

TESTIMONY ON BEHALF OF RESPONDENT

	DI.	CR.	REDI.	RECR.
Virgil McClure	360	361		
H. D. Sill	362	365	366	
Milton C. Zumpe	366	368		
Taylor Edgell	369	370		
George W. Schmidt	371	375		
James Marsh	379	387		
F. M. Henderson	387	400	410	411
Donovan D. Strock	411	417		
G. F. Dequine	421	446	478	476, 477
Earl F. Livelsberger	479	483	484	
William La Velle	488	499	502	506

TESTIMONY ON BEHALF OF RESPONDENT—(Continued)

	DI.	CR.	REDI.	RECR.
Russell T. Harter	512	518		
Leo Ringen	531	532		
Clarence E. Daniels	533			
Frank Miles	535	541		
Jack Betly	543	546		
Ross N. Lillard	548	556		
Kenneth A. Peach	560	563		
Glen Carlton	564	576		
Fred E. Rikert	588			
E. J. Miller	588			
Charles B. Calvert	589	611	616	
Thomas F. English	618	625		
Ray M. Collins	628			

BOARD'S EXHIBITS

No. 5 636
No. 6 723
No. 7 735
No. 11 736
No. 12 737
No. 13 785

RESPONDENT'S EXHIBITS

No. 1 797
No. 2 809
No. 3 810
No. 18 812
No. 19 816
No. 20 826

RESPONDENT'S EXHIBITS—(Continued)

	PAGE
No. 21	830
No. 22	831
No. 23	832
No. 24	833
No. 25	847
No. 26	847
No. 27	848
No. 28	849
No. 30	851

PROCEEDINGS IN U. S. C. C. A., SIXTH CIRCUIT

	Page
Petition of respondent to refer back to Board, and order it to take additional evidence	852
Reply brief of Board and opposition to petition to remand case to Board	855
Order on petition to adduce additional evidence	863
Motion to intervene by Michiana Electrical Utility Workers Association	863
Intervening petition	863
Minute entry of argument and submission	865
Decree	866
Opinion, Hamilton, J	866
Motion of Board for leave to file petition for rehearing and to recall mandate	877
Petition of Board for rehearing	878
Counter showing and motion of respondent to dismiss motion for leave to file petition for rehearing, etc	885
Order denying motion for leave to file petition for rehearing	887
Clerk's certificate	887
Order extending time within which to file petition for certiorari	887
Order allowing certiorari	888

UNITED STATES OF AMERICA

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

THIRTEENTH REGION

In the Matter of INDIANA & MICHIGAN ELECTRIC COMPANY, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL B-9.	Case No. XIII C685

TRANSCRIPT OF EVIDENCE—(Continued)

G. F. DEQUINE,

1709 a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Will you state your full name?

A. G. F. Dequine.

Q. You are oftentimes known as George, I think, in this record?

A. I think so.

Q. You live in South Bend, Indiana?

A. Yes, I do.

Q. Are you connected with the Indiana & Michigan Electric Company?

A. Yes.

Q. What is your position with it?

A. Superintendent of transmission and distribution.

Q. And how long have you been connected with the I. & M.?

A. Approximately 15 years.

Q. What did you start in as?

A. Started in as assistant substation—no, as assistant electrical superintendent.

Q. Have you passed through different positions up to where you are at the present time?

A. That is right.

Q. How many?

A. Two.

1710 Q. How long have you been superintendent of—you said transmission and what else?

A. And distribution.

Q. And distribution, how long have you been?

A. About 14 years.

Q. About 14 years there, yes. And are all the linemen under you?

A. They are.

Q. How many crews do you have in your department?

A. Oh, probably twenty.

Q. What is the character of the work of these different crews?

A. Building, rebuilding, operating and maintaining the transmission and distribution lines of the company.

Q. Well, in our language then would some of them be called construction crews and others repair crews or maintenance crews?

A. Yes, they would.

Q. And are they in fact divided along lines of that kind?

A. Not along lines that create a permanent division. The crews are switched from one category to another, depending upon the work that is available.

Q. Now, suppose, George, you have a maintenance job and a repair job on country lines, what ordinarily is the sort of a crew that takes care of that?

A. It would depend entirely on the size of the

1711 job, might vary from three men to eight or ten.

Q. What causes it to vary?

A. The size of the job, that is its extent and the amount of material that is to be handled, the conditions under which the work is to be done, whether they are hazardous or non-hazardous, the speed with which the job has to be done.

Q. When you talk about the extent, you are talking about it being a mile or ten miles in length, is that so?

A. That is right.

Q. Let us suppose it is a very short job in extent in mileage, yet might it require a large crew?

A. Yes, it might.

Q. Why?

A. Due to hazardous conditions that may be involved in the job, due to the speed at which the job must be done and completed, and there may be some other factors, minor factors that enter into that.

Q. Well, some of those other factors you are speaking of, couldn't that be the number of wires on a line and matters of that sort?

A. That is correct.

Q. What would you call about the simplest line that a crew could work on?

A. On a single phase rural distribution line of 1712 light carrying capacity wire.

Q. Now, in a line of that type, a line like that, tell the Board whether or not one man with a helper could do maintenance and repair work on it?

A. In a good many cases, in the majority of cases.

Q. Why can one man do that work? Explain what all he has to do, what would be required of him?

A. In the most of those cases there is only one live conductor to be handled. There is no heavy work on the pole involved, that is, that anywhere near taxes the extreme strength of a lineman, and there are no other conductors or live parts that exist at the location of the single phase primary line. It is out there by itself possibly on a pole.

Q. Does he have more than one thing to watch?

A. Just one.

Q. Only one thing to guard against?

A. Ordinarily, yes, just one thing, that is one hot line.

Q. Does that man always have a helper?

A. On the ground, yes.

Q. Always has a helper, yes. Now, you have explained to us about the difference in the character of the work and arising out of that you explain to the Board what happens with reference to the number, the personnel in your different crews?

A. Well, the crews that are on work that in-
1713 volves the installation of poles, transformers and similar equipment are headed by a foreman they are made up of a nucleus of a foreman and truck driver and one ground man.

Now, the number of linemen on that crew, there are usually probably one or two that are assigned fairly continually to that crew.

If a job comes along that takes a larger complement of men than belong to the nucleus, they are added, are obtained from some other crew and go on this job with this foreman until the job is completed.

Q. In that manner may a crew go out of existence entirely?

A. No, not unless something happens to the foreman of that crew and we did not elect to put up a temporary foreman.

Q. The foremen remain in the employment and you always organize a crew around him?

A. That is right. The foreman might be sick or something of that kind.

Q. But due to this character of work that you have explained, there may be two or three crews amalgamated?

A. Yes, that is right.

Q. Now, about what is the maximum number that you put together in a crew?

A. Oh, on some—

Q. Rather, I had better speak about the last year and a half.

1714 A. I would say that there have been times in the last year and a half when we have had three crews together, probably 15 men on the same job.

Q. Now, tell us about what happens to the men with respect to their crews then; are they identified with one foreman all the time or not?

A. They are not.

Q. What happens with reference to them?

A. They are constantly shifted from one crew to another, depending as I stated before, on the size of the job and the nature of the work.

Q. State whether or not linemen generally understand those conditions?

A. Why, yes, those conditions have existed ever since I have known anything about the business.

Q. Has there been any complaint about the fact you have to shift a man from one crew to another?

A. No, there has not.

Q. And what is the truth as to whether or not on occasions men are shifted from light work to heavy work?

A. State the question again, please?

Q. I don't know whether you get what I am driving at. Let's take the case of a man who has been working on repair work on country lines, for instance. Now, when he is shifted to construction work on large lines what happens?

1715 A. Nothing very much happens. The type of work is a little bit different. One is neither heavier nor lighter than the other.

Q. Oh, it is not?

A. Not necessarily.

Q. I thought it was from what I have been hearing talked about here. It is not necessarily heavy?

A. No, sir. Let me ask this, do you mean to imply that because he works in a small crew and then is transferred to a large crew that the work is heavier?

Q. No, I don't mean to say that at all. I mean to say, is it necessary in this shifting of crews that sometimes a man would be doing heavy work and would be transferred to light work, and a man doing light work would be transferred to heavy work?

A. Oh, yes, it is all line work.

Q. And that necessarily happens?

A. Yes.

Q. If a man enjoys the job of a repairman in the country district, would you call his work light work?

A. Well, now, that possibly might be given that nomenclature, but that is something out of the ordinary, I would say.

Q. I think it was given that nomencalture by a man by the name of Freeman. Did you hear him testify?

A. Yes. But I don't think I remember Mr.
1716 Freeman's testimony.

Q. Maybe it was a man by the name of Edwards. Did you hear his testimony?

A. Well, I heard the testimony of both of the witnesses.

Q. You remember both of those?

A. Yes.

Q. Did you hear Mr. Edwards testify about the fact that he was required to work singly on a pole or line? Did you hear him tell that?

A. Yes, I did.

Q. Was there anything at all exceptional about that in your business in this company?

A. No, there was not.

Q. Will you state to the examiner what is the fact as to whether that exists very generally and often?

A. Yes, determined by whether a particular job on a line is a one man job or a two man job. That dividing line is so indefinite that I don't think that any one could write a rule that would cover it entirely.

Q. I see. That it must vary so constantly with the nature of the work; is that your point?

A. That is right to a certain extent. There are a great many factors that enter into the determination of that fact.

Q. What else?

A. Whether there are adjacent conductors,
1717 equipment, or other obstacles that interfere or make dangerous the job to be done.

Q. I don't know, but I wonder if weather would enter into it.

A. Yes, weather would enter into it.

Q. (By Trial Examiner Dudley): Who would make such a determination?

Q. (By Mr. Seebirt): Yes, who must necessarily make that determination?

A. No one, but—

Q. As to whether it is a one man job or a two man job?

A. No one can determine that but the foreman in charge of the work.

Q. Are you acquainted with the foremen that are working under you?

A. I am.

Q. Do you believe they are competent?

A. Yes, sir.

Q. Do you know practically how long an average they have been on the job as foremen? Do you have an idea about that so that you can give that to us briefly?

A. Well, I could not give an average on that. I think probably our youngest foreman has been a foreman three or four years, and we have some that were with the company before I came, several of them.

Q. Yes, several of them have been on longer
1718 than sixteen years?

A. Yes.

Q. Now, I am talking about this determination of how the work shall be done or how many men shall be required to do it.

With that in mind, have linemen come to you and made any complaint in the last year and a half of the fact that sufficient men are not being placed on the job?

A. No, they have not.

Q. Did these men, Edwards and Shields, men like that, ever come in and make any complaint to you?

A. No, they have not.

Q. Upon that score, I am talking about.

A. Yes.

Q. Have you ever heard that generally speaking among your linemen under you that they were complaining about that treatment, that there was any general complaint of any kind?

A. Generally speaking, no.

Q. Well, what do you mean when you say generally speaking?

A. As I said a little while ago, the determination of what is a two man job and what is a one man job is—it is very hard to draw a dividing line between the two. On that subject I have seen reports as having come up for discussion among the members of the particular safety group, and I don't know what the discussion was,
1719 because I wasn't there, but there has been no complaint.

I would say that there have been discussions on the subject the same as on all of our safety measures.

Q. I suspect that you have often discussed with the foremen, your foremen, as to the men necessary on the job?

A. That is right.

Q. That comes up frequently in that way?

A. Yes, it does.

Q. I wish you would tell the Examiner what equipment is furnished to these linemen for their own self protection?

A. Except the rubber gloves, we furnish each individual lineman with a carrier in which to carry those gloves to keep them in shape.

Q. (By Trial Examiner Dudley): By carrier you don't mean a man, do you?

A. No, I mean rather a canvas container that hooks right on his belt.

Q. (By Mr. Seebirt): Is it waterproof?

A. It is waterproof and it is made out of canvas so that it is not subject to mechanical injury.

Q. Yes.

A. Rubber sleeves that cover all the space on the arm from the wrist to the shoulder. Rubber blankets, 36 by 36, I think they are 10,000 volt blankets.

1720 Q. That is three yards square, is that so?

A. Three feet square.

Q. Yes, three feet, one yard, square.

A. Rubber hose.

Q. Rubber what?

A. Rubber hose.

Q. (By Trial Examiner Dudley): What do you mean by that?

A. It is a protective piece of equipment that looks something like a piece of garden hose, only much heavier, and that is slit down the entire length of it so that it can be clamped right onto the conductor similar to a piece of hose and would naturally hang on the conductor after it had been placed on.

Q. (By Mr. Seebirt): It is more like an automobile tire?

A. It is something like an automobile casing, only—

Q. (By Trial Examiner Dudley): So a man can grab hold of that or lean against it and be safe?

A. Yes, he can lean against it or grab hold of it. I think their test on this is something in excess of 20,000 volts.

Q. (By Mr. Seebirt): Tell us something more about this rubber blanket that is a yard square.

A. The rubber blanket that we buy is the ordinary style which is furnished, or type that is furnished, for this particular work, for line work. It is called a lineman's blanket in the trade, and I think the test on
1721 those, the operating or safe working voltage is 10,000.

Q. Yes. It is a blanket that may be rolled up in a roll as they take it out on a job?

A. Yes, sir, it can be used just as the name blanket implies.

Q. Now, what of this equipment is individual for each man?

A. The rubber gloves, the rubber coat, boots, and a hat.

Q. I am not sure—is there a coat also?

A. I didn't mention that. You have asked another question before I got through.

Q. I beg your pardon. Is there a coat then that is individual?

A. There is.

Q. Describe that coat?

A. Just an ordinary type of black rubber raincoat, that is not quite a common article, it is heavier than the ordinary raincoat that you and I would wear, just for mechanical purposes.

Q. So that when the man is covered with all those things, what parts of his flesh are exposed?

A. None.

Q. Well, is his face covered?

A. No, his face is not, of course not.

Q. Is that the only part, his face and neck?

A. That is right.

Q. Now, what of this equipment—

1722 Trial Examiner Dudley: May I ask:

Q. (By Trial Examiner Dudley): Does a man wear all this stuff when he works?

A. No.

Q. (By Mr. Seebirt): What of this equipment that is not personal is there furnished for the use of any one who may be on the job?

A. Rubber blankets and hose, another piece of equipment commonly called pigs, which are insulators covering pieces of equipment.

Q. And is there some other safety equipment such as hot sticks and so on?

A. Oh, yes, that is in addition to rubber goods, hot sticks on all the crews that handle live conductors.

Q. Will you explain to us what you call a hot stick, what it is and how it is used?

A. Well, a hot stick is a piece of equipment, a handle or something like that, like a broom handle, either larger or smaller, and is made up of a hard wood specially treated to be an insulator and varnished and prepared, and on the end of that with which the live conductor or piece of equipment is in contact is a particular fitting to do the particular job that the stick is for.

There are a number of different types of sticks for different operations.

1723 Q. Now, is this equipment maintained on each truck that is sent out with a crew?

A. That is right.

Q. Is it inspected?

A. Yes, sir, rigidly.

Q. Tell the Examiner what the instructions to the men are from yourself and others as to the use of this equipment?

A. That would cover quite a little ground. That is quite a broad subject. However, there are a number of rules relative to the use of rubber gloves and rubber equipment. Rubber gloves are supposed to be used, to be put on and worn at the time that a man leaves the ground to go up a pole.

Q. It is requisite in every case to use rubber gloves?

A. As a safety ruling, yes. The use of the other equipment on the truck is just—is in the same category as the tools on the truck. They are available for service to the man on the pole whenever he asks the ground man who is tending him for them.

Q. Have you in the past talked with these crews about the use of all this equipment?

A. Many times.

Q. On some of the jobs, on some of the work is it requisite that all this—that the men dress up in all this equipment that you talk about? Is that necessary?

A. Not all of the equipment, no. The raincoats
1724 and rain hats are more for protection against the weather than they are for electrical purposes.

Q. Yes. Well, on what kind of work is it requisite however that he use pretty nearly all of it?

A. Well, on a stormy night when it is raining and he is handling primary voltages.

Q. Let's suppose it is raining and he is handling a primary voltage, is the damage very much greater in wet weather than it would be in dry weather?

A. No, not from the electrical standpoint. It would be, of course, from the standpoint of his health, but not from an electrical standpoint. The rubber boots do enter

into that subject though. The boots enter into the electrical part, but the hat and coat don't make very much difference.

Q. (By Trial Examiner Dudley): Will you explain how the boots help?

A. The boots are made of rubber, of course, and rubber being an insulator in case there is any leakage through the pole due to the rainy weather or inherent low resistance conditions, there would be a leakage through his body if he came in contact with a hot conductor. The boots would partially protect him, although they are not considered as of great insulating value.

Q. (By Mr. Seebirt): Now, has the company or have the men or somebody gotten out for the linemen a book of instructions as to their own self protection?

1725 A. Yes, we have had safety instructions, quite a complete manual that has been out for—I guess we have used the safety manual for ten years.

It has been revised from time to time, and that is given to every man, every lineman, and certifies to the fact that he has received and read it, in writing.

Q. How does he certify that?

A. In writing.

Q. Do you have some record out there that he certifies that in, or is it a blank card?

A. It is a record that is kept as a part in the book. When a new book comes out it has a slip on which there is the statement that the man has received that and has studied this booklet, which he turns in and is a matter of record that he has the booklet.

Q. I understand. Now, Mr. Dequine—

A. I didn't finish the answer to your question.

Q. Beg pardon.

A. There is another little booklet with a condensed set of 15 rules for safety that applies to linemen entirely. Those rules were developed as a condensed set of rules from the suggestions of the linemen and foremen and at their request, that, is, the requests having been made in safety meetings.

Q. Now, generally speaking what information
1726 do they convey to the linemen about self-preservation of themselves in going up into these hot places and working around energized wires?

A. These rules are as complete a set of instructions as can be given to an employee to insure his safety in the line of work that we are interested in.

Q. State whether or not you do or do not emphasize the use of all these protective articles you have described?

A. The company you mean?

Q. No, whether those rules do or do not emphasize the use of these protective things?

A. Yes, sir, they do.

Q. They do. Now, a man is out on a pole doing some work and he thinks that he needs a blanket or sleeves or something of that sort; is it necessary for him to refer that request to a foreman?

A. No.

Q. What does he do?

A. Calls the ground man and tells him what he wants.

Q. And then what is done?

A. The ground man goes to the truck and takes out the piece of equipment and sends it up on a hand line to the lineman.

Q. On a hand line?

A. Yes.

Q. Is it every necessary for any of those men under circumstances like those to get the privilege of using that through any foreman?

1727 A. Not at all.

Q. Is any foreman ever authorized at any time to refuse a man the use of this equipment?

A. Never.

Q. (By Trial Examiner Dudley): Can a foreman tell the ground man not to send it up?

A. If you are talking about if it is physically possible, yes.

Q. Is it the ground man's duty to do what the foreman tells him?

A. Well, we are going to get into a little controversy right now on that subject. A lineman is specifically instructed along certain lines and he has certain definite rules. If a foreman asks him to break one of those rules he certainly would come down from the pole and refuse to do it, and he certainly would not be criticized for that, but that is a very unheard of happening.

Q. Does it happen in practice that men will feel they can't get their work done as fast as they ought if they wear this equipment and obey the rules, so actually will leave them off?

A. That is right.

Q. (By Mr. Seebirt): George, what is the situation among some of the men with respect to the use of this equipment?

1728 A. It is pretty hard to get linemen to use protective equipment. That, however, is a feeling that is dwindling among them.

Some of the older men who did not have this equipment available when they were young in the business are probably the toughest to get to use it, but the younger men who are being brought up, of course, are brought up in an atmosphere of using this equipment, and they don't seem to have the same attitude about it.

Q. Do some of those older men have the attitude or feel that it is kind of soft to have to use such things as this?

A. Yes, they do.

Q. And do they boast about their ability to stand the gaff, so to speak?

A. Well, they don't do that much any more, because that boasting, that type of boasting is not very popular right now. A few years ago that was quite common with the so-called fire-eaters.

Q. You call them fire-eaters?

A. Fire-eaters and similar terms.

Q. (By Trial Examiner Dudley): Are the foremen generally the older employees?

A. Partially so and partially not so. We have a number of older foremen and a number of younger ones.

Q. I think you testified a while ago that some-
1729 thing like one had 10 or 15 years or more service?

A. That is right.

Q. And the youngest foreman has only three years service?

A. Between three and four, I think.

Q. (By Mr. Seebirt): Mr. Dequine, I am going to direct your attention to some special charges in this case. Did you hear the testimony of one Bettley here?

A. Bettley?

Q. Is it B-e-t-t-l-e-y?

Mr. Reynolds: He has not testified yet.

The Witness: Bettley has not testified.

Q. (By Mr. Seebirt): That is right. Well, you did hear the testimony of some man here that spoke of one Bettley going to Benton Harbor and Berrien Springs to solicit members here, didn't we?

A. Yes, there was something in the testimony about that.

Q. I think that his testimony was that he left in the morning and solicited one crew and went on to Benton Harbor and solicited that crew at noon; do you recall that?

A. Yes, I do.

Q. Did you check up on that service?

A. I did.

Q. Was he off duty at that time or on duty?

A. He was off duty.

Q. Was he paid on that day?

1730 A. He was not.

Q. I am now directing your attention to the evidence of one Durfey about working at Three Oaks; do you recall that incident?

A. Yes.

Q. The part that he had in it?

A. Yes.

Q. And what is the first information that you obtained with reference to that?

A. I didn't get the first part of your question.

Mr. Seebirt: Read it, please, Mr. Reporter.

(Question read.)

A. Mr. Lillard, the tree trimming foreman came and told me that he had had some disturbance on the crew and related the circumstances. There was a foreman by the name of Peach involved in the crew that this disturbance happened on. So I asked him at that time, I told him to bring in Peach and Durfey the following morning to my office, the first thing in the morning.

Q. Do you remember about what Mr. Lillard did tell you about it in that first meeting?

A. Yes, he told me that they were working in Three Oaks and that this man Peach had started out from the place of origin in that particular town, which was a garage or restaurant or something of that nature and that, I think it was Durfey was not on the truck
1731 when the crew started, which was starting time in the morning, and that he went off and left him, and that Mr. Durfey took it on himself to severely criticize him, and I guess there was some pretty nasty language passed by Durfey.

Q. May I ask you whether you are sure that it was Mr. Durfey that was left or was it some companion of the crew?

A. I can't tell you the name now.

Q. (By Trial Examiner Dudley): It was one of the other tree trimmers, but you wouldn't remember just which one it was, is that it?

A. I believe, now that you remind me, I believe it was not Durfey. I think it was a man by the name of Garner, he was the man that was left.

Durfey was involved in the thing later on, I believe.

Q. (By Mr. Seebirt): And did Mr. Peach tell you what the controversy was?

A. I came down to my office the next morning and Peach was waiting.

Q. I beg your pardon, if I misspoke myself. Did Mr. Lillard tell you what the controversy was?

A. Yes, he outlined it briefly to me.

Q. Did he tell you anything more than you have said?

A. No. I said to him at that time, I said, "What is the matter with this crew, that they are all upset,
1732 and that you have conditions like that existing?"

Well, he said, "There is quite a little feeling in the crew."

I said, "Can't you iron it out?"

He says, "No, I can't, I have tried to for quite a while."

I said, "Bring Peach and this other man that was involved in here to my office tomorrow morning."

Q. Yes. I am trying to find out the proposition of whether Mr. Lillard told you the specific names that had been passed back and forth.

A. Well, now, I couldn't remember that. This is only one incident in many that happened.

Q. The next day did Mr. Lillard bring in Mr. Peach and did he bring in the man?

A. He brought Peach in alone the next morning, Lillard was there and Peach with him.

Q. Did you talk to Mr. Peach?

A. I did not.

Q. Why didn't you?

A. Well, he didn't have the other man that I told him to bring in there.

Q. So what happened?

A. I told him to go to Three Oaks and get this man and bring him down and when they had him there, all three of them come into my office.

Q. You made him go back and get Mr. Durfey?
1733 A. I did.

Q. And did he go back and get him?

A. He did.

Q. What happened to Peach all that time?

A. He sat out in the ante room.

Q. When he came back, did they all come into your room?

A. Yes. They brought another man in with them. I

don't remember his name now. I think maybe that was this fellow Durfey, another member of the crew.

Q. Was it Garner?

A. It might have been.

Q. What was the conversation there among them?

A. Well, I think I asked these boys just what the trouble was. And I think that Peach told his story, and the other boy who had got into the argument with Peach told me his story and then the third man rather corroborated the story of the tree trimmer, and I asked Lillard about his practices about congregating at a certain place to go to work and about getting back to that place of origin at night.

Q. What caused you to talk with him on that subject?

A. Well, from what Lillard had told me the day before, it just appeared at a glance to me as though there was some dissatisfaction in the crew, and I wanted to get to the bottom of the matter.

Q. Well, on that subject had Mr. Lillard said
1734 anything about the fact that they were not getting to work on time and in the evening that they were doing something or other about reporting?

A. That was some of the things that he told me, yes.

Q. What was that?

A. Well, he told me that—well, this particular controversy grew out of one of the men not being on the job when they started, and then he told me that he had had difficulty in making them stay on the truck until they got back to the starting place in the evening.

Q. Yes. And were there rules that the men should report to one central place when the work was over in the evening?

A. That is right.

Q. And what was the reason for that rule?

A. Because that is a rule that is in effect among all of our crews, for the fact that these crews are out in the field and if something comes up today, for instance, that we have to do tomorrow, we may have to move one of these crews, you might almost say over night, and unless those crews, come into the place of origin, so we

can notify them when they get there, it means going around and trying to notify each one of these individuals of the move, and that would be hard, and in case the crew moves without one of the men then we would have to spend more money to chase him up and get
1735 him along with his crew.

Q. What is the rule with respect to starting out from work? Do they also start out from a particular point are they gathered up?

A. No, they start out from a particular point.

Q. Is that a rule that you insist on?

A. Absolutely.

Q. Now, you listened to their stories, did you?

A. I did.

Q. And what was the story with reference to what this driver had done, concerning Mr. Garner?

A. Well, this was not the driver of the truck.

Q. Well, Mr. Peach rather. I assumed he was the driver.

A. Well, it seems that he started out promptly at the starting time and that the man who was not on the job lived practically along their route of travel and Peach for some reason or other did not stop to get this man or make an effort to get him.

After I had heard that story I criticized Peach for that. I told him that it seemed to me he was leaning over a little bit backwards in a case of that kind to enforce a rule, unless it had been an occurrence that was happening quite frequently, and as far as I could gather it had not been, and I further told him and these other two boys that it seemed to me as though fellows who were in a business that required them to travel from
1736 town to town for undeterminable periods of time and where they had to make their own social activities, probably among themselves, due to their not being acquainted with people in these various villages and towns, it was an awful poor policy for those workers to be at loggerheads with themselves, those workers at loggerheads one with the other.

Q. Well, following that statement of yours that all of

them should be friends because of those limitations of their lives, did Mr. Lillard in the presence of this group state something about what Durfey had called him?

A. He said Durfey called him a horse's ass, yes, and a few other things like that.

Q. Was that Lillard or Peach that Durfey had called that?

A. I think Durfey is the man that had the argument with Peach, between Three Oaks and New Buffalo, where they were doing a job.

Q. (By Trial Examiner Dudley): That he called Peach that?

A. I understand that he called Peach that several times. The man made no effort to deny that, if it was not so, in my office.

Q. (By Mr. Seebirt): Did he call him any other names that you recall?

A. Not that I recall.

Q. Now, Mr. Dequine, was there any thought in your mind as to union labor activities or connections in this little piece of discipline that you gave there?

1737 A. No, there was not, but I thought there might have been in others.

Q. In others?

A. Yes.

Q. Was there anything said in this little meeting—

A. There was—

Q. (By Trial Examiner Dudley): May I ask who he means by others?

A. That is Peach and Durfey and this third man that was in the room.

Q. Lillard?

A. No, not Lillard, another man who he brought with him. I don't know what his name was.

Q. (By Mr. Seebirt): Was his name Garner?

A. It might have been.

Q. Why? What led you to believe that there was in their attitude some impression of union connections or arguments?

A. Well, it had been reported to me by Lillard that

there was a lot of controversy among these boys pro and con as to the Association and the A. F. of L. and the C. I. O. and what have you. So I knew that the disturbance existed at that time and that it probably was the basis of some of this ill feeling.

Q. But so far as you were concerned you rather criticized both sides but the connection of neither one of them entered into it, is that right?

1738

A. The fact of the matter is I criticized Peach quite a bit, more than I did these two boys. After all, Peach is an older man and should have had a little bit more judgment than he used on the spur of the moment, although there might have been some alleviating circumstances surrounding it that caused him to do that, but the other boys are just young men, that is all.

* * * * * * * * * * *

Q. Do you remember Mr. Dequine, that prior to that time you and some other superintendents had been called in to a conference with Mr. English and Mr. Calvert with respect to the attitude of the company toward the formation of labor unions or the absence of formation of labor unions? Just answer that yes or no.

1741

A. Well, I will have to have a restatement of the question. Ask it again.

Mr. Seebirt: Will you read the question, please?

(Question read.)

A. That is right, we were.

Q. (By Mr. Seebirt): And will you tell the Examiner what was said in that conference?

A. Well, this conference was called for other purposes besides a discussion of labor, and we were handed—

Q. Very well. But you remember the occasion?

A. Yes.

Q. All right. Now, tell us what was said upon this particular subject?

A. Well, definitely one thing that was said was that according to the Wagner Act we had no—it was illegal for us to interfere in any way with any

1742

labor movement on the part of the employees, we were to keep our hands off.

Q. Did you understand that under the Act or what was said that it was just as illegal to discourage joining the union as to encourage joining a union?

A. Yes. We had no business to interfere in any way.

Q. Well, is that the thought that was given to you in the conference with Mr. English and Mr. Calvert? Is that what they told you, that you had no business entering into it?

A. That is right.

Q. Yes. At that time, Mr. Dequine, did Mr. Calvert issue to you or hand you some brochure or pamphlet upon the subject of the Wagner Act?

A. Yes.

Q. Did he furnish you a copy of the Act?

A. Yes.

. . . . . .

A. I didn't know whether he was or not.

1745 Q. (By Trial Examiner Dudley): What kind of a movement was it you started to tell us about?

A. Well, it was some disturbances in 1928 or '29, somewheres along in there, some labor disturbance here among our men and we had quite a little insubordination, and Hoblitzel was one of the boys that got a little insubordinate, and I had to take some disciplinary measures with him, which I did.

Q. Was it because of his insubordination?

A. Absolutely.

Q. And that was tied up with this union movement, was it, you mentioned?

A. I imagine it was caused primarily by that.

Q. What union was that?

A. A. F. of L.

Q. The I. B. E. W.?

A. That is right.

Q. Why do you think the insubordination was caused by the union? What facts were there that—

A. The insubordination was not caused directly by the union. It was caused by the unrest which existed

among these people due to certain things that they probably imagined were grievances.

Mr. Seebirt: Just at this point the respondent
1746 moves to strike the answer out and objects to interrogation upon the subject for the reason that it appears conclusively that it was something that happened prior to the enactment of the Wagner Labor Relations Act and that it could not possibly be used to give either support or basis to this case or any finding in this case.

If you will pardon me, Mr. Dudley, I am just merely correcting the record as we go along by making an objection. I think it important that I should do so.

Trial Examiner Dudley: I will deny the motion.

Q. (By Trial Examiner Dudley): Can you tell me some more about that?

A. No, I can't. That happened a number of years ago.

Q. That was about ten years ago, wasn't it?

A. Something like that.

Q. Do you know about how many men joined the union at that time?

A. I don't have any idea.

Q. Did they make a demand on you for recognition?

A. They did not.

Q. Did they ever have any grievance committees that came to see you?

A. They did not.

Q. What kind of grievances were these that
1747 caused the unrest?

A. Well, that is a question I couldn't answer. I don't know.

Q. What is your recollection on it?

A. Well, I couldn't answer that either. That was too long ago to cite you any specific instance that happened during that time.

Q. Well, what did you have in mind when you spoke about it a minute ago?

A. Well, we were talking about Ralph Hoblitzel.

Q. Yes. And in connection with that you mentioned about the union movement in 1928 and 1929, or the un-

rest which led to insubordination among your employees?

A. Yes, I referred to that.

Q. Now, what was the nature of this unrest?

A. Well, that is a pretty hard thing to put in words.

Q. How did you know about any unrest?

A. You can always tell when there is unrest in a group of linemen, whether it is caused from one thing or another.

Q. Referring to this time, how did you know about that?

A. From reports from the foremen.

Q. What foremen gave you reports?

A. I couldn't tell you?

Q. What did the reports say?

A. There was some dissatisfaction back in 1928,
1748 I think it was, there was quite a little labor unrest on account of high living costs and supposedly low wages.

Q. Did the reports mention that there was a union in the field?

A. Yes.

Q. Did the reports mention that there was insubordination?

A. Yes.

Q. Did the reports say that the insubordination was by the union members?

A. Not necessarily, no, because I didn't know and no one else knew whether they were union members,—at that time we didn't.

Q. What did the reports say?

A. I couldn't tell you. I don't remember.

Q. How did you know the union was causing the unrest?

A. I didn't say the union was causing the unrest.

Q. That is what you thought was causing the unrest?

A. I might have thought so, but I didn't know it.

Q. How did you know there was a union movement going on?

A. I was told so by some of the employees.

Q. Then you did think that there was a union, didn't you?

A. I thought we had a union with some of the boys as members of the union, yes.

Q. Was the union causing unrest?

A. I couldn't say it was.

1749 Q. Were there any men holding union meetings at that time?

A. I couldn't say.

Q. Do you still have any of those reports?

A. No.

Q. What did you do with them?

A. Well, these are not written reports. These are verbal reports.

Q. Did you get any written reports at all on that?

A. No.

Q. Did you get any reports from any outside agency on that?

A. No.

Q. Did you know that Mr. Hoblitzel belonged to a union at that time?

A. I thought he did.

Q. Did you think that had something to do with the insubordination in his case?

A. No. I know the man is a rather temperamental sort and he is rather hard to handle and at that time he was just getting a little bit obstreperous.

Q. You thought he was a union man, did you?

A. I did.

Q. Did you mention that to him when you started talking?

A. I did not.

Q. Didn't you think to go to the cause of the trouble?

A. No, going to the cause of the trouble would

1750 not cure that at all. I was interested only in curing that. I didn't have to know the cause of it.

Trial Examiner Dudley: That is all.

Let me ask: You want your objection to the rest of that testimony?

Mr. Seebirt: Yes, and I am now renewing my objection and motion to strike out all the questions of the Examiner which related to the matter in question, which happened prior to the enactment of the Wagner Labor Relations Act.

Trial Examiner Dudley: Motion denied.

• • • • • • • • • •

CROSS EXAMINATION

• • • • • • • • • •

Q. After you received your instructions from
1765 Mr. English and your copy of the pamphlet, did you pass on any instructions to anybody inferior to you in position?

A. I told Livelsberger that he must remember that the Wagner Act was in effect, and asked him if he had read it, and he said that he had.

I said, "Well, you know the provisions then and you must abide by them."

Q. Was it your purpose to induce Mr. Livelsberger not to take any action which might be construed to be a violation of the Act?

A. I simply asked him not to violate the Act.

1766 Q. Did you say anything to Mr. Carlton?

A. No, I did not.

Q. Isn't it true that upon occasion Mr. Carlton acts in the same capacity as Mr. Livelsberger?

A. On occasion, to a limited extent.

Q. Well, in Mr. Livelsberger's absence on vacation or otherwise, does not Mr. Carlton take his place?

A. Mr. Carlton takes a portion of the work and one or two other men might take another portion of it. It is too big a job for one man.

Q. You mean Mr. Livelsberger can do it alone but Mr. Carlton would need help to do the same thing that Mr. Livelsberger does?

A. No. Mr. Carlton and Mr. Livelsberger are usually working on that job, and if one of them is absent the duties are too great for one man to perform alone, so someone else has to be put in there.

Q. Well, would you say the duties of the two men are practically identical?

A. No, I would not say so.

Q. Wherein does the difference lie?

A. Mr. Carlton is more in charge of the plant maintenance work, maintenence and repair work than he is distribution. He helps out a little on distribution, just to a limited extent.

Q. Mr. Livelsberger specializes on distribution?

1767 A. Mr. Livelsberger had a lot of experience in both. Mr. Carlton has not.

Q. Well, what does Mr. Livelsberger do, what is his work? You say Mr. Carlton specializes on transmission?

A. Well, there are two classes of work in this department, distribution and transmission. Mr. Carlton has had a great deal of experience in transmission work and he is really the man in charge of transmission.

There are three crews, three or four crews of that and there are five or six crews of distribution, and Mr. Livelsberger handles those pretty nearly directly, although Mr. Carlton does assist him.

Q. Well, then there is a sort of a division of labor between these two men according to their experience?

A. According to their experience, yes.

Q. But so far as the type of work that is performed by the two men, that is very similar, is that not true?

A. It is similar to an extent, but Mr. Livelsberger's duties carry him over a wider territory than Mr. Carlton's do.

Q. Mr. Carlton is more or less centralized in the South Bend district, is that right?

A. That is right.

Q. Well, did it occur to you that you should

1768 speak to Mr. Carlton about his activities also?

A. No, I don't usually talk to Mr. Carlton.

Q. Well, did it seem desirable to you to talk to Mr. Livelsberger about the matter?

A. Yes.

Q. All right. But sometimes wouldn't it be desirable for you to talk to Mr. Carlton?

A. It might be desirable to call a meeting of the whole department and talk to them, I don't know. It was not desirable at that time and it still is not.

Q. Well, did it come to your notice that Mr. Carlton had been active in the promotion and formation of a labor organization?

A. It did not.

* * * * * * * * * * *

Q. (By Mr. Reynolds): Before this time you
1769 had not known about Mr. Carlton's activities and part in the Michiana Association?

A. I did not.

Q. Did you talk to Mr. Edgell about his policy on labor matters?

A. I did not.

Q. You knew that he was acting as a general line foreman at Benton Harbor, did you not?

A. Yes, I did, within recent months.

Q. Well, his testimony was that he had been acting in that capacity since the spring of 1937. Would you say that is wrong?

A. Yes, I would.

Q. When does it date to as far as you know?

A. I can't give the date, but Mr. McKinder was on the job until just a few months ago in 1938 when he was taken ill and Mr. Edgell was put up into that position. If he was acting in that capacity before it was not
1770 with my knowledge.

Q. Well, wasn't he acting as Mr. McKinder's assistant before that time?

A. That wouldn't make him general line foreman.

Q. Well, that doesn't make Mr. Carlton general line foreman either, because he is Mr. Livelsberger's assistant?

A. Mr. Carlton is not Mr. Livelsberger's assistant; although he may be acting in that capacity, he does not have that title.

Q. He is just a line foreman, as far as your rating is concerned?

A. That is right.

Q. Did you say anything to Mr. Edgell about his policy on labor relations after he was elevated to the position of acting general line foreman?

Mr. Seebirt: Respondent objects for the reason he was not required to, and it would probably be a violation of the law if he did.

Trial Examiner Dudley: He may answer.

A. I have never talked to Mr. Edgell directly in my life, until this hearing took place, to the best of my knowledge. I might have said hello to him, knowing he was an employee, but I didn't know Mr. Edgell well enough to point him out in this room until this hearing took place.

Q. (By Mr. Reynolds): Don't you ever get into the Benton Harbor district to look over the property?

A. I do.

1771 Q. Well, you know generally speaking who has the supervision of work in that district, don't you?

A. Yes.

Q. You didn't go up there after Mr. Edgell was promoted or took Mr. McKinder's place?

A. Yes, I did, many times.

Q. But you didn't have any occasion to talk to Mr. Edgell?

A. No, I did not.

Q. Well, why did you talk to Mr. Livelsberger about the matter of labor relations?

A. Well, I talked to Mr. Livelsberger about a good many things.

Q. Yes, but particularly labor relations; what was your object?

A. I don't know that I can give any definite reason why I did or did not.

Q. Well, you said before that you did not want him to violate the Act. Was that the reason?

A. I would say yes.

* * * * * * * * *

Mr. Reynolds: I object to it as a self-serving
1776 document and incompetent.

Trial Examiner Dudley: I will overrule the objection.

Mr. Seebirt: At this point the respondent offers its Exhibit No. 16.

Trial Examiner Dudley: Mr. Guy, do you have any objection?

Mr. Guy: No.

Trial Examiner Dudley: I overrule the objection of the Board and admit Respondent's Exhibit No. 16 as offered.

(The document heretofore marked "Respondent's Exhibit No. 16" for identification, was received in evidence.)

Q. (By Trial Examiner Dudley): Now, I am getting a little confused, Mr. Dequine, about who is who in this outfit of yours. I would like you to help out a bit on your personnel setup. Will you tell me who your immediate superior is?

A. Mr. English.

Q. Do you yourself cover the entire system of the company in your department?

A. Yes, I do.

Q. Now, what men are directly under you?

A. That is a pretty hard question to answer. There are something over 350 or something like that in the organization, and you would have to be a little more specific.

Q. Let me emphasize the word "directly," not
1777 "indirectly". That is, I want to know the men who are immediately under you, then I will ask you the men who are under them, you see.

A. All right.

Q. I would like to build up, if I can, a picture of how this thing centralizes?

A. Well, it is all by districts, yes, sir.

Q. Is the immediate division under you in two districts?

A. Beg pardon?

Q. Is the immediate division under you into districts?

A. No, but there are three divisions of the company and five districts.

Q. I see. Now, do you have anybody who serves as your assistant?

A. No.

Q. Nobody under you who covers the same scope of activity that you cover?

A. No, I do not.

Q. What is the next division then?

A. In the South Bend division I have a distribution engineer.

Q. What is his name?

A. A. J. Diedrich.

Q. All right.

A. Who takes care of distribution engineering.

Q. Now, is there anybody else at South Bend who is directly under you?

A. Let me elaborate on that a little bit. Mr. 1778 Diedrich has also supervision over a distribution engineer assigned to each district or division.

Q. Now, do you speak of South Bend as being a district or a division?

A. South Bend is a division.

Q. And under that you have districts?

A. We have districts under the—there are no districts under the South Bend division.

Q. Well, is there anybody else at South Bend who is directly responsible to you?

A. Yes, Livelsberger.

Q. Anybody else?

A. Yes, Henderson.

Q. Anybody else? Is this the Mr. Henderson that testified here a while ago?

A. Yes, F. M. Henderson.

Q. The man who has charge of right-of-way?

A. Yes. That is all.

Q. Now, do I understand that Mr. Diedrich reports to and takes orders directly from you?

A. That is right.

Q. And Mr. Livelsberger also reports to and takes orders directly from you?

A. That is right.

1779 Q. And that Mr. Henderson also reports to and takes orders directly from you?

A. That is right.

Q. And neither of those men go to you through either of the other men?

A. No.

Q. All right. Now, where do we go next, to another division?

A. Well, we can go to Elkhart Division. We have a superintendent and engineer there. The superintendent's name is E. L. Brubaker. The engineer's name is Emmett Thomas. That is for the Elkhart district of the Elkhart division.

In the Butler district of Elkhart division—

Q. May I interrupt just a second. Do you have anybody who covers the entire Elkhart Division?

A. No, we do not.

Q. You break it down immediately into districts?

A. We do, that is as far as my work is concerned, all those people over whom I have supervision.

Q. All right. Go ahead.

A. In the Butler district, which is a very small district, we have an engineer by the name of Shank, Robert Shank, and he reports through Diedrich to me.

Q. Through A. J. Diedrich?

A. That is right.

1780 Q. Of the South Bend division?

A. Yes.

Q I see. Is the Butler district part of the South Bend division?

A. No, it is not. It is a part of the Elkhart, but you understand that in the Elkhart district and the Butler district, as in all of these districts outside of South Bend, I am over these men simply in a supervisory way.

Q. That is what I understood, yes.

A. You understand there is a district manager in those districts who operates the district.

Q. Do those men report to the district manager?

A. They do, yes.

Q. Does he report to you?

A. No.

Q. It is a side-by-side relationship?

A. Yes, it is, and my position is that of an advisory supervisor.

Trial Examiner Dudley: Off the record.

(Discussion off the record.)

Trial Examiner Dudley: On the record.

Q. (By Trial Examiner Dudley): Is there any reason why Mr. Shank reports to you through a man in another division?

A. Yes. Because he is the engineer and Mr. Diedrich has supervision over all of the engineers.

Q. All right. Anybody else in the Butler district
1781 that reports to you?

A. No, not directly.

Q. There is a question in my mind. Does Shank report directly to you or only indirectly through Diedrich?

A. Indirectly through Diedrich. I am just giving you probably too many here to be sure that we are getting enough.

Q. That is all right. Now, go ahead.

A. In the Michigan division we have a superintendent, Albert Rohl; we have an engineer by the name of Stoudt who reports to me through Diedrich, and that is all.

Oh, I forgot one more department here.

Q. All right.

A. We have a meter department in which there is a superintendent who reports to me, H. C. Peterson.

Q. What did you tell me that E. Thomas in the Elkhart district does?

A. He is the district engineer.

Q. Does he report to you through Diedrich also?

A. Yes.

Q. Does Mr. Diedrich have an engineer under him who handles the South Bend division particularly?

A. Yes.
Q. Who is that?
A. Mr. Frank Miles.
1782 Q. Mr. Diedrich really covers all of those divisions with you, doesn't he?
A. That is right.
Q. With the man in each division who reports to him?
A. There are two branches, if you can visualize it; one is the construction and the working branch, and the other is the engineering.

The engineering branch have only supervisory functions in connection with the operating. They have no jurisdiction over that and no authority over that. They are two distinct branches.

Q. Now, let's take Mr. Diedrich. Whom does he have under him besides Frank Miles and E. Thomas and Robert Shank?

A. Well, in South Bend he has a man by the name of Kreimer who has charge of records, and draftsmen and people of that kind.

Q. Anybody else he has under him?

A. Well, he has a young engineer in his office that assists him in certain routine paper work.

Q. Does that man report directly to Diedrich?

A. He does.

Q. Is he sort of a personnel office assistant?

A. He is in the same capacity that the paper work man is in the army. I have forgotten the title.

Q. All right. Now, let's take Frank Miles for
1783 example. Does Frank Miles have a position equivalent to that of Mr. Livelsberger?

A. No, they are entirely different in this, one covers engineering—

Q. Tell me first then does Frank Miles have people under him?

A. Yes, he has two or three engineers.

Q. Whom does he have under him?

A. I couldn't tell you the names of all of these men.

Q. Well, give me the names of some of them.

A. Oh, he has a boy by the name of Braunsdorf, and a new man that we have only had a few months, a young graduate engineer. I don't remember his name.

Q. Anybody else?

A. One or two others in the same category whose names I don't remember, young engineers.

Q. Do those men have anybody under them?

A. No, they do not.

Q. Now, let's take Mr. Livelsberger, who seems to be the next in line. Who is under Mr. Livelsberger?

A. Mr. Carlton, and the crew foremen.

Q. Now, you mean crew foremen who are out on the jobs?

A. That is right.

Q. Do they report to Mr. Livelsberger through Mr. Carlton?

A. Not necessarily. They can go either way.

Q. Well, how do they do it as a matter of prac-
1784 tice?

A. Why, the distribution foreman generally reports to Livelsberger and the transmission foremen report to Carlton.

Q. I see. That is the relation?

A. That is right, it is a kind of a joint position to a certain extent.

Q. Which ones of those men are generally in the—generally report to, I will say, Carlton?

A. Russell Harter, Ernest Clark and Ralph Hoblitzel.

Q. All those men are crew foremen, are they?

A. Yes, and then Bob Chambers, I forgot him. They are all crew foremen.

Q. Anybody else you think of?

A. No, that is all.

Q. Now, can you give me the names of the foremen that report directly to Livelsberger of the other kind?

A. I will try to. Masten, Hildebrand, Rikert, LaVelle, Jay Miller, D. O. Howe. I may have missed—wait a minute, Ross Lillard.

Q. That is the tree man?

A. Yes, he reports to Livelsberger when he is working in the South Bend district and otherwise he reports to the local superintendents, although he is more or less on his own.

Q. Now, is that all you think of?

A. That is all I think of right now.

Q. Let's take Lillard, for example. About how
1785 many men would Lillard usually have?

A. I would like to go back a moment if I may, to one man that reports directly to me, John Webb, the chief inspector.

Q. Now, Lillard for example, has under him a couple of men who are called solicitors, doesn't he?

A. Well, you can call them solicitors. That is as good a name as any.

Q. Is that what you call them?

A. No, I would call them crew foremen.

Q. I see. One of those is Peach—no, that is another man?

A. Peach is one and I think the man that testified the other day, I have forgotten his name, is the other.

Q. That is all right, I have forgotten his name too. All right, do you call Masten, Hildebrand and Rikert crew foremen?

A. That is right.

Q. Let's take Masten, for example. How many men does he have under him?

A. Oh, I would say that it runs from four to eight or nine sometimes, possibly.

Q. And how about Hildebrand?

A. The same relation.

Q. Is the same true for all of them?

A. Well, the same is true for Miller and Rikert, and then there are some smaller crews like LaVelle's which is just a service crew, never over three men.

1786 Q. How?

A. Howe has from three to seven or eight.

Q. Now, do any of those men you just named have people under them who would correspond to Peach, who is under Lillard?

A. No.

Q. This Peach, for example, has some men under him in a crew, doesn't he?

A. Peach, I think, has four or five men with him.

Q. All right. Now, let's go over to this other group of men. How about R. Harter?

A. Russell Harter, he is in the transmission department and Harter's crew may vary from three men to six or seven or eight.

Q. Does he have under him any sub-foremen or solicitors or any such type of person?

A. No.

Q. How about E. Clark?

A. Same situation.

Q. And Hoblitzel?

A. Hoblitzel has two men besides himself and a truck driver, has three men besides himself, I think.

Q. Chambers?

A. Chambers has himself and, I think, at the present time, three, two or three men, I have forgotten which.

Q. Two or three men besides himself?

1787 A. That is right.

Q. Were these other figures you have given the men who were in the crew besides the crew foremen?

A. Yes, including the truck driver and the ground man and lineman and things of that category.

Q. Does that give the picture pretty well as to Mr. Livelsberger's function?

A. Yes, it does.

Q. And the men he has under him?

A. I think it does.

Q. And he reports directly to you, doesn't he?

A. Yes, sir.

Q. Now, let's talk about F. M. Henderson. Can you line up for me his group in about the same way?

A. Henderson has a young civil engineer under him who does the paper work for him and the right-of-way work and in addition has four of five right-of-way agents.

Q. Is there anybody over the four or five right-of-

way agents, anybody that draws them together except Mr. Henderson?

A. No, just Henderson.

Q. No sub-man or straw boss who controls their activities?

A. No.

Q. Does Mr. Henderson have anybody else under him?

A. Henderson at the present time is taking care of some special construction work in Michigan having
1788 to do with rural lines, and I think he has a staking crew or two, probably four or five men that are taken from the distribution department and given to him temporarily to do this work, and a couple of draftsmen and then we have an engineer with probably a cadet with him who is lining it up.

Q. Is there a draftsman with this staking crew?

A. No, he is located in the office.

Q. Is he temporary?

A. Is he temporary?

Q. Temporarily assigned?

A. He is temporarily with Henderson, yes, all this latter organization was to take care of this special job.

Q. Does Mr. Henderson get various jobs like that from time to time?

A. No, he does not. He has been confined to right-of-way and transmission design, that is the transmission design and work from an engineering standpoint entirely, and the right-of-way work.

Q. What is he doing when he is staking, merely staking out right-of-way?

A. Staking out rural lines on this special job.

Q. Do you assign to him from time to time much work like this?

A. This is the first time.

Q. This is?

1789 A. Except on transmission construction, he designs the line and stakes it out in the field and draws a work order for this construction, and then when that is done his job is finished and he passes the work order to the construction crew foreman.

Q. Does he have a crew that stakes out the line on the ground for him?

A. He usually draws that crew from the distribution department to do this job, because he is not constantly staking lines.

Q. That is they are assigned for a period to him and then returned when he is through?

A. That is right, they are flexible. They have a shifting around of men depending on where they are needed.

Q. How long would they stay with Henderson for a job like that?

A. Well, this job I am referring to now, they just started. I think he has had those men two or three weeks.

Q. The jobs usually run along about that time?

A. Well, that depends on how much business we get.

Q. Naturally. Well, is it more than normally a half a day's job or a month's job?

A. No, it is normally a week or two week's job. In this particular case it may be six months. There is nothing definite.

1790 Q. Now, does John Webb, your chief inspector, have anybody under him?

A. Yes, he has I think three or four inspectors.

Q. Is there any assistant chief inspector?

A. No, there is not.

Q. How about Mr. Brubaker, is he the superintendent?

A. Brubaker at Elkhart, he is the local superintendent.

Q. What kind of an organization does he have under him?

A. It is very similar in setup to Livelsberger, but considerably smaller.

Q. I see. Well, does he have anybody under him that corresponds to Carlton?

A. No, he does not.

Q. Just crew foremen?

A. That is right.

Q. How many crew foremen?

A. I would say that he probably has three over there.

Q. How about E. Thomas?

A. He is the engineer in the district comparable to Miles in this district. I think he has one draftsman under him.

Q. Any engineers under Thomas?

A. No, there are not.

Q. Well, let's go on over to Robert Shank in Butler. Does he have anybody under him?

A. No, he does not.

1791 Q. Nobody at all?

A. No.

Q. What kind of a title do you give Mr. Livelsberger?

A. Livelsberger, general foreman.

Q. Do you have a title for Henderson?

A. Transmission engineer.

Q. Now, are there any other people or lines of authority that come in to you?

A. In my organization?

Q. Yes.

A. No, there are not.

. . . . . .

Q. (By Trial Examiner Dudley): Now, I have
1793 here, Mr. Dequine, a personnel chart which Mr. Seebirt gave me this morning, and which I believe was prepared under your direction last night; is that correct?

A. Yes, sir, it's been prepared.

Q. Now, does this chart show the people and the lines of authority of the personnel who work under you?

A. Yes, sir, it does.

Q. As I glance over it I notice that you have listed here a service superintendent, O. E. White. I don't believe he was mentioned yesterday. Can you tell us about him and what he does?

A. White is an engineer and has charge of the—you might say service calls on customers' complaints, voltage studies when there is some irregularity, radio interference complaints, studies on manufacturers' premises of voltage conditions that may be incorrect, or there may

be some trouble with them, and things of that nature. It is sort of a service and research department combined.

Q. And he has under him, does he, the men who
1794 are listed here?

A. Yes.

Q. Now, Assistant Superintendent, R. J. Brown, seems to have a line going up to Mr. White and also going over to Mr. Livelsberger. Is Mr. Brown responsible to both men?

A. No, he is not. That is a supervisory line. There is no authority interchanged between the two except in an advisory capacity. For instance, if there is a voltage correction to be made, a change of equipment or taps on a transformer, or something of that nature, he communicates to Livelsberger what work is necessary, and Livelsberger does the work.

Q. I see. That shows a communication line, does it?

A. That is right, yes.

Q. I notice also that under chief inspector, John Webb apparently there are district inspectors who report to him.

A. That is right. They do not report to him directly. That is no supervisory line. They are members of a district organization and he has advisory supervision over those men.

Q. Is the same thing true of the district distribution engineers who seem to have a line running into Mr. Diedrich's

A. That's the same idea, yes.

Q. You explained yesterday, I believe, that the
1795 district managers have responsibilities in the districts that overlap somewhat your responsibility over some men.

A. Overlaps, in a sense, and in a sense, not. The district organizations, of course, are directly under the district manager, and my capacity as concerns the portion of their organization that is shown on this chart is more or less of an advisory supervisory matter, you see.

Q. I see. I don't believe you mentioned C. E. Knepp, although we have had him in the testimony.

A. Well, that is a small material and timekeeping department that slipped my mind.

Q. His job is to keep record on the time, is it?

A. Time, material, as reports. Really the paper work of the organization.

Q. Is he in charge of stock?

A. No, he has nothing to do with it. The storage department does not come under me.

Q. Do you have warehouses or anything of that kind under you?

A. No, not warehouses.

Q. What do you mean when you said he has charge or kept track of materials?

A. The paper work on drawing materials and returning them to stock in connection with the construction jobs that Livelsberger's men do.

Q. Oh, you have written requisitions or orders
1796 for materials?

A. Oh, yes.

Q. And he has charge of those?

A. That is right.

Q. I see.

A. And the proper classification of charges for material that's used or returned.

Q. Now, perhaps you had better tell us the extent of Mr. Holmes' authority under you.

A. Mr. Holmes is a safety engineer. He has no people under his direct supervision. He is in purely an advisory and educational capacity. He is a member of my department and has been always, even since before he went into safety work. He meets with and conducts safety meetings, the group meetings, and is in charge, generally, of the safety work in my department. He has an adviser, of course, Mr. B. A. Thornton, who is the safety director for the entire company.

Q. I am not sure that we mentioned Mr. Kreimer yesterday.

A. Kreimer has the drafting and records department. That's another, you might say, paper work department.

That is, he takes the information from the engineers in many cases and develops it into a working drawing so that it is ready to submit to the construction forces. He also keeps the records of the property, material, or the line records, and things of that kind.

Q. You might explain how his work differs
1797 from that of Mr. Henderson who also makes drawings and plans, doesn't he?

A. There is really no similarity between the two. Henderson is a design engineer. Kreimer is not a design engineer. He is merely making records of things that have already been done or are to be done. It is purely a record department for further reference; that sort of thing.

Q. Now, here is a division under your general meter superintendent, Mr. Peterson.

A. Yes.

Q. Do you want to tell us what they do? Do they read meters?

A. The meter department is entirely under Mr. Peterson, who has an assistant by the name of Hartley, and then he has certain sub-departments that report to him.

Q. Now, as I follow this line from Mr. Peterson, it indicates that he is under you; is that true?

A. That is correct.

Q. The fact that he has a title of superintendent and you do too, doesn't mean that he is on an equal basis with you?

A. No, it does not.

Q. Do you think of anything on that chart that needs further explanation?

A. No, I don't.

Trial Examiner Dudley: Or do you, Mr. Seebirt?

1798 Mr. Seebirt: Well, may I ask him this question?

Trial Examiner Dudley: Surely.

Mr. Seebirt: I don't know whether you asked him or not.

Q. (By Mr. Seebirt): I am referring here to the line of general line foreman, Livelsberger; then there are

how many branches as shown by this chart here off of his direction?

A. Four.

Q. And they are set out there in parallel lines, aren't they?

A. Yes.

Q. Now, the first one is under whom?

A. Glen Carlton.

Q. Yes. Does he have any supervision or direction or control whatsoever over the other three lines?

A. Only as a pinch hitter at times when Livelsberger needs a little help, that is all.

Q. I see. Other than that does he have any?

A. No.

. . . . . .

Q. (By Mr. Reynolds): Is Mr. Brubaker, Mr.
1800 E. L. Brubaker?

A. Mr. E. L. Brubaker, yes.

Q. What department is it that he is in?

A. In the distribution department at Elkhart.

Q. I believe you said that his organization is similar to that of Livelsberger's?

A. Somewhat, yes. It is not as extensive.

Q. Except that it is limited to the Elkhart District, is that it?

A. That is right.

Trial Examiner Dudley: Where is Mr. Brubaker on that chart? I don't see him?

Mr. Reynolds: I don't see his name.

The Witness: I will try to find it. Right here (indicating). District Distribution Superintendent. His name is not shown. In other words, this is a district organization made up of these various departments, one of which is the District Distribution Superintendent's.

Now, under that department comes Brubaker of Elkhart, and—

Q. (By Trial Examiner Dudley): Shank?

1801 A. No, Shank is an engineer. He comes under this distribution engineer. His name you will find

—well, that is the South Bend District. That doesn't show that very clearly. Shank is not shown on there.

Q. Where would Shank go in?

A. Shank would go in here, in another block, as the district engineer.

Q. Perhaps it would help, Mr. Dequine, if we just wrote in Brubaker's and Shank's names, since we mentioned them yesterday in the testimony.

A. All right.

Q. Do you want to write it where it goes?

A. There are others to add to that.

Q. Now, you have Miles, name whom you mentioned yesterday.

A. Yes. That is the South Bend District.

Q. Yes.

A. You can see why these district organizations are not carried out in detail where the South Bend District is; because these districts are under the supervision of the district manager, and I am only in an advisory capacity as far as they are concerned.

Q. How about E. Thomas?

A. Thomas would also come under this—wait a minute, District engineers; E. A. Thomas, Shank—that's
1802 Robert Shank—and a man by the name of Wright at Buchanan, and another man by the name of Stout at Benton Harbor. Brubaker. There is a man by the name of Rohl in here from the Benton Harbor Division.

Q. He is a district superintendent?

A. He is a division superintendent. And Mr. Stout, here, is a division superintendent for the Michigan division, and he has supervision over Mr. Wright.

Now, we have also here another distribution superintendent by the name of Lambke at Buchanan, over whom Mr. Rohl has supervision.

Q. I see.

A. I think that completes it. I am sorry that was left off, but the reason for that is because the organization set up of the districts, as I explained, comes under the

district managers, and in the preparation of this chart the detail of that part of the organization was not emphasized.

Q. You were speaking a minute ago about Mr. Carlton and how he sometimes has authority over the distribution and underground sections or units, whatever you call them.

A. That is right.

Q. As well as his regular job on transmission. What does he do, act as a sort of a right-hand man to Mr. Livelsberger?

A. That is right, but not exclusively.

Now, there are times when Mr. Livelsberger is
1803 on a vacation or off ill, or something, and then Mr. Miles, who is the district engineer, gets in and takes part of that burden also.

Q. Is Mr. Miles one who regularly comes in to assist when Mr. Livelsberger goes away?

A. Yes, he would be, with the distribution crews, especially.

Q. How do Mr. Miles and Mr. Carlton divide the authority when Mr. Livelsberger is gone?

A. Miles takes the distribution crews and Carlton takes the transmission crews, and the authority—the dividing line between the authority is not too definitely drawn. It is a matter of two men taking up the slack in the organization due to the absence of another.

Q. Do you know whether Miles or Carlton is superior to the other?

A. No, neither one is superior at all.

Q. How do they compare with Lillard?

A. Well, that's a pretty hard thing to draw—it would be pretty hard to draw a comparison between the two, because they are very unlike.

Q. Well, to whom does Lillard report when Livelsberger is away? He has a line of authority to Mr. Livelsberger.

A. He would report to Carlton normally.

Q. Carlton?

A. And if Carlton wasn't there he would talk
1804 to Miles, depending on whether it was a distribution or a transmission problem that he had.

Q. I see. That is, you mean if Livelsberger is away Lillard would report to Carlton normally?

A. Yes, and he might come in to me,—

Q. Yes.

A. —because that burden of Livelsberger's being off would be shared; I would have part of that myself.

Q. When Livelsberger is away I take it there is just work that has to be divided up.

A. That is right, yes.

Q. Now, when Mr. Livelsberger is away, whom do these underground men report to?

A. They would report to—

Q. Carlton?

A. They might report to Diedrich, because Diedrich follows the underground work much more closely than Miles does, and the chances are that they would report—oh, for certain things they would report to Carlton and for the bulk of their work they would report to Diedrich.

Q. I see.

A. In other words, Diedrich would pinch hit for the underground part that Livelsberger ordinarily handles.

Q. What sort of a title would describe Mr. Carlton's job? Is he an assistant to Livelsberger? He seems to be the next man under your line foreman.

1805 A. Yes, you could call him assistant to Livelsberger.

Q. Assistant general line foreman?

A. Yes.

Trial Examiner Dudley: I guess I interrupted you, Mr. Reynolds.

Mr. Reynolds: That is all right.

Q. (By Mr. Reynolds): Referring to Mr. R. J. Brown, who is described as assistant superintendent—

Trial Examiner Dudley: Did you want to look at this while he is examining?

(Handing document to witness.)

The Witness: Yes, thank you.

Q. (By Mr. Reynolds): (Continuing)—of the service department, how do his duties differ from those of the superintendent, Mr. White?

A. Well, Brown does not take problems of as great importance as Mr. White does. Mr. White is very experienced in industrial problems. Mr. Brown has had some experience along that line but not a great deal. Mr. Brown, due to his natural ability along certain other lines, such as radio interference work and certain types of complaints, naturally takes that portion of the work, due to his ability to handle it.

Q. I see. Now, what does Mr. Brown do with
1806 reference to the dispatchers?

A. Brown does very little in reference to the dispatchers, although he is shown over them.

Now, in case of an emergency, if it was necessary for Mr. White to go out in the field to conduct the field portion of the dispatching, as often happens, Mr. Brown would stay in the office, probably, and direct dispatching of the trouble from the office.

Q. When Mr. White is away on vacation does Mr. Brown take over the function of the department superintendent?

A. Yes, he would, in that case.

Q. Now, is the Mr. Wright that you have written in under district manager, Mr. Ward Wright, of Buchanan, Michigan?

A. Mr. Ward Wright. I think that is his name, yes.

Q. And Mr. Stout's given name is John, is it not?

A. John Stout, yes.

Q.—Will you describe the organization under the district meter superintendents?

A. That is district—to make that a little simpler, let us take one district.

Q. The Elkhart District; can you take that one?

A. All right, we will take the Elkhart District.

The general superintendent, of course, is Mr. Peterson, at South Bend, and his assistant, Mr. Hartley. Then

there is a division of authority on that district
1807 between the district manager or his assistant and the local meter superintendent.

Q. Who is the local meter superintendent at Elkhart?

A. I think his name is Denman.

Q. R. E. Denman, is it not?

A. That is the man, yes.

Q. Now, what is Mr. Denman's job?

A. Simply routine testing. That is, testing of the bolts of our meters, which are house meters.

Q. Well, does he have supervision over the meter readers?

A. Well, now, I can't say that he does. I don't think so, because the meter reading department is in the accounting department, a portion of that. I don't think he does. The meter reading department at South Bend comes under the accounting department and—Just a moment. I can't answer that question definitely. I don't know.

Q. I have seen his occupation described as meter foreman. I just wondered whether you would have any knowledge as to why that title might have been applied to him?

A. Yes, I do. The meter man who has charge of the district meters simply takes the testing and inspection of the ordinary house type of meter. Power meters and large demand meters and things of that kind are done directly from the South Bend district, with special experts, you might call them, who have charge of that.

Q. Well, does Mr. Denman have anybody that
1808 works under him?

A. I imagine that he has two or three testers.

Mr. Reynolds: I believe that's all.

Q. (By Trial Examiner Dudley): I would like to ask you, Mr. Dequine, about some of these foremen we see, particularly the foremen over here to the left under Mr. Livelsberger. I think that's more accurately the problem I have in mind.

Can you tell me how the pay of the foreman compares with the pay of the men who work under him?

A. The foreman's rate is an hourly rate. $1.15, I think it is. $1.10 or $1.15 per hour.

Q. How about the men under him?

A. The lineman's rate of pay is $1.00. I think that the foreman's pay is $1.15.

Q. Then I see you have ground men too, don't you?

A. Ground men—there are several classifications under ground man, and over the properties they vary, I think it is fom 55 to—

Q. Well, give it to me approximately?

A. —63 cents.

Q. Who else is in these crews, truck drivers?

A. Truck drivers, yes.

Q. What do they get?

A. I think there are several classifications under truck drivers, depending on the experience and the type
1809 of truck they drive, and there is a variation of about 8 to 10 cents an hour, something of that nature.

Q. You mean that is the amount of the variation?

A. That is the amount of the variation. And I think the rate is between 70 and 80 cents an hour.

Q. Does a ground man serve as a helper for a lineman?

A. Yes.

Q. You have no other helpers in the crew?

A. No, we don't.

Q. Now, what is a foreman for? What authority does he have? What does he do?

A. The foreman has complete authority over the crew from the time—or during working hours.

Q. And can you tell me more specifically what that means? I am pretty green at this. What kind of orders does that mean that he can give?

A. Give any order that has to do with the operation of that crew.

Q. Can you give me some examples?

A. Well, yes. If they are going out to set a line of poles, he would tell John Jones and Jim Smith, a couple of ground men, to go over and dig a couple holes; probably tell the truck driver to back the truck up and get in position to put the winch on and set the pole in the hole.

Q. Tell the truck driver how fast to drive; drive
1810 slower, or to drive faster?

A. He has that authority.

Q. Tell the men to hurry up and work faster?

A. Yes.

Q. Does he have the authority to tell men to wear rubber gloves when they go up on poles?

A. Yes.

Q. If he thinks that they should wear them?

A. That is right.

Q. Does he have authority to tell them to take a blanket up if he thinks they ought to have a blanket?

A. Well, that's not common practice, but he would have that authority, yes.

Q. Well, give me some more ideas as to what orders he would give.

A. Well, the orders that he might give on a job would be of nowheres near the detail, or orders of as little consequence as you have just enumerated, because the linemen understand what the job is all about as soon as they get on it. They are artisans, they are experienced men and mechanics, and the necessity of giving minor orders of that kind just doesn't exist.

A lineman goes up his pole to do a certain job and that's his little sphere while he is in that location. He knows what equipment he needs and what equip-
1811 ment is to go up, and when he is ready for it he instructs his ground man to send it up, whatever he may need; tools, material, or whatever it is.

Q. What does the foreman do?

A. The foreman acts as a working supervisor. He may assist the truck drivers getting the winch into position on the truck. He might even go over and help dig a hole, if there is nothing that requires his immediate attention at a certain particular time.

Q. For what kind of things do you hold the foreman responsible?

A. For the proper installation of the job according to the plans and specifications that are handed him.

Q. You mean that if you check up on the job and find that it isn't done properly—that is, if the results are not proper, you would bawl the foreman out, would you?

A. Well, we might not bawl him out, but we would certainly correct it.

Q. Do you have prepared in advance any time or cost estimate for these jobs?

A. Oh, yes. Every job has a work order and probably a print attached, if the job is of any size at all, showing the detail of the lay-out which has already been prepared by the engineer, along with the work order listing the material.

Q. Is there an estimate as to the amount of time
1812 that you take to do that job?

A. That is not necessarily made on every job, no. It is only made where it is necessary to prepare a requisition to get the men to do the job.

Q. Supposing the job takes rather long. Is it the foreman's responsibility to see that the job is finished in a reasonable time?

A. Yes.

Q. Now, suppose that he thinks a man is loafing, but he is not sure; he gets into one of these borderline cases where he feels that a man should work faster but there's nothing definite indicating that a man is laying down on the job. What does he do?

A. Why, I don't know just what he'd do, but I think it is more natural that he would call it to the man's attention and tell him he thought he was stalling.

Q. Can he push him along and tell him to work faster?

A. Yes.

Q. Tell him to hurry up?

A. That is right.

Q. Get up the pole and get the job done and get out of there?

A. Yes, he can.

Q. Well, do they normally?

A. Why, I have never seen any of our foremen
1813 really driving our crews.

Q. Why is that?

A. Well, in this business, as in any other business, haste does not necessarily mean economy, and this work requires more planning and brain work than probably some mechanical jobs that's done time after time by a man in a shop, or some place like that.

Q. Now, is there anything else you can think of to give me a picture of what a foreman does? Does a foreman go up on poles?

A. Yes, he does.

Q. Does he work up on poles?

A. Yes, they all are qualified linemen. That is where they came from.

Q. A foreman usually is a promoted lineman, is he?

A. Oh, yes, always.

Q. What kind of training do your foremen have?

A. As a lineman in a crew. We take qualified Class A linemen, and if they have the proper qualifications to make a foreman, we promote them to that job.

Q. About how much experience should a man have to be promoted to a foreman?

A. That is a variable, based entirely on his adaptability and capability and mental capacity, and a dozen other things that are hard—

1814 Q. Can you give me some idea? Would a month be sufficient in some cases?

A. A month as a Class A lineman? No, it takes four years to make a good lineman.

Q. So then he would have to be a Class A lineman for at least four years?

A. No, you misunderstood me. It takes four years to make a Class A lineman. To make a foreman is a very indefinife period, but we certainly wouldn't promote a man from a Class A lineman to a foreman's job in a month. That would be at least two years, and he would have to show great capacity, much greater than has been demonstrated to my knowledge in two years, to take a crew.

Q. Now, can you give me any normal figure as to about how long a man would have to be a Class A lineman before he could be promoted?

A. I would say about the same length of time as it takes to make a lineman; four years.

Q. Do these men have any academic training? Are they college graduates or graduates of technical schools?

A. No. Many of these men take I. C. S. courses and similar courses of that kind.

Q. What do you mean by I. C. S.?

A. International Correspondence School, or some other correspondence school, and they go to night schools
1815 and things of that kind.

Q. How long an apprenticeship do they serve?

A. For what?

Q. They start out as what—as a ground man and work up?

A. As a ground man? That depends altogether on their adaptability. Some men who go into ground work never show a capacity for even starting in line work, due to their hesitancy, or they are not physically or mentally set up to do climbing, to start with, and they are not mentally capable of progressing along that line, any more than some men are not capable in a shop of becoming machinists.

I would say that a man is usually on the ground in some capacity for a couple of years before he starts to climb.

Q. Ground man is the first job, is it, in which a man starts this type of work?

A. Yes.

Q. And then would go from there to a lineman?

A. Yes, Class D lineman, in our organization.

Q. And then he works from Class D up to Class A?

A. Yes.

Q. And then foreman, if he is good?

A. Well, he may be very good and he may not be a foreman for a number of years, because there has to be an opening for a foreman before you can make one, but as openings develop we pick out what we consider is the most fitted man from his capability as a first class
1816 lineman and from his years of experience and service with the company.

Q. In addition to his technical ability as a lineman, may I ask you if it is important that he know how to handle men?

A. Very important.

Q. Can you tell me anything more about that; any experiences that you have had; what qualifications?

A. Yes, I think I could write a book on it.

Q. Tell me some more about it.

A. Well, a man has to have a lot of qualifications. He has to be able to handle men, and I think probably a library is written on that subject. And that's a qualification that is probably one of the hardest to fill. He has to be able to maintain peace within the crews, because you cannot accomplish sufficient work if you have unrest in the crew, or if you have one man against the other, or that kind of thing.

He has to be able to promote harmony. He has to be thoroughly sold on safety work. He must understand at the time that he is on the crew, during working hours, he is handling the company's cash register, and he must handle that efficiently.

Q. What do you mean by that?

A. That he is spending the company's money.

1817 Q. You mean spending time?

A. That is right; time and material.

Q. Is it his responsibility to see that materials are not wasted on the job?

A. Yes, it is.

Q. You hold them pretty strictly to that?

A. Yes, we do.

Q. Do you hold them pretty strictly to time, also?

A. Yes.

Q. Now, do you think of anything else you can tell me that would give me a picture of a foreman?

A. No. That is pretty hard to describe, a perfect foreman. There are a good many qualifications that are necessary to make a foreman. He is your key man. He is the success or failure of your organization.

Q. He is your direct contact over your working man, isn't he?

A. Not my direct—

Q. I mean he is the first contact of your management over the workers?

A. That is right.

Q. Is that what you mean when you say he is a key man?

A. He is a key man in that he takes a crew of men out and he is spending, you might say, the company's money, and he has to be capable of spendnig that in order to get the most for the amount that he spends.

1818 Trial Examiner Dudley: I think that is about all I have, unless anybody else thinks of some questions.

RE-CROSS EXAMINATION

Q. (By Mr. Reynolds): Isn't it true, Mr. Dequine, that upon occasion the members of a line crew won't see any higher representative of the company than their foreman for days, possibly weeks at a time?

A. No, that is not true. You mean their crew foreman?

Q. Yes.

A. That's only in the case of an isolated crew and that contact is maintained by telephone there. And when we have isolated crews, ordinarily those crew foremen come into South Bend or their district offices at sometime during the week, when their crew is not working, and get materials and consult their general foreman or have hot sticks repaired, or something of that nature.

Q. And isn't it true that so far as the linemen and ground men are concerned, often times they would not see any higher representative than the foreman for days or weeks at a time?

A. Well, you might say weeks if you consider weeks too, but a general foreman or a district superintendent or someone in an executive capacity or a supervisory capacity, rather, contacts that crew ordinarily daily.

Q. I see. And for what purpose are these con-

1819 tacts made, usually?

A. Well, that's just an ordinary necessity in the conduct of the business, that these contacts are maintained. These foremen are not always capable of doing things just the way we want them done, and they may have a wrong idea of what is wanted, and, of course, those things have to be corrected immediately.

Q. Well, what employees or supervisory employees of the company would ordinarily contact these crews on the job during the day?

A. Well, on construction and maintenance work an engineer, a foreman who may have two or three crews. In some cases our set up is such that a man who has the title of engineer, or some such position as that, would be on the job.

There are several people who have an interest in what this crew is doing; one from the engineering standpoint; one from the construction standpoint, and another man from possibly a customer's relation standpoint.

Q. But, so far as the supervision of the actions and work of the men are concerned, these people that come in don't have any direct interest, do they? Isn't that rather, the sole duty of the line foreman to take care of personnel matters in his own crew?

A. Yes.

* * * * * * * * * * *

RE-CROSS EXAMINATION

* * * * * * * * * * *

Q. Now, I want to ask you one more question
1825 on this matter of personnel. Who in your organization has the right to hire and fire?

A. No one in my organization.

Q. Well, do you?

A. I do not.

Q. Well, who for the company has the right to hire and fire?

A. Mr. T. F. English.

Q. Is he the only man?

A. He is the only man.

Q. For the whole company?

A. I would say so, yes.

Q. Does he act on recommendations?

A. Yes.

Q. Now from where do those recommendations come?

A. In my department they come from me.

* * * * * * * * * *

Q. Let me tell you what I have in mind. I can
1831 see how a man in Mr. English's position might have the only authority to hire and fire a man, but at the same time he simply would not have the time to make the investigation necessary for the real decision. I think there must be somebody who makes the real investigation and the recommendation which counts.

Is there somebody whose recommendation Mr. English probably would accept?

A. Well, you don't understand Mr. English, but I do, and when it comes to firing a man, that is a matter of great consequence to Mr. English; it just isn't done just like that. If you are going to fire a man, you have got to show a damn good reason why you are going to.

Q. Let us turn it around. How about hiring a man?

A. It is the same procedure. He has to approve
1832 it on the recommendation of myself.

Q. Would he normally accept your recommendation?

A. He would. We have a long form of application for employment and that gives very thoroughly the history of the man up to the particular time that he is making this application, and that is scanned very thoroughly and checked up if necessary to see that his statement is correct.

Trial Examiner Dudley: I think that is all I have.

RE-DIRECT EXAMINATION

Q. (By Mr. Seebirt): In the last year and a half have you recommended to Mr. English—I am talking about recommending, you understand?

A. That is right.

Q. The discharge of any employee?

A. I have not.

Q. You have not?

A. No.

Q. I want to direct your attention just a second to Mr. Havlin. Since you have heard his testimony, have you checked any—change that please.

Since this hearing arose, have you checked his accident record?

A. Have I checked his accident record?

Q. Yes.

A. I have his accident record.

1833 Q. You know it then, do you?

A. Yes.

Q. How many accidents has he had since he has been in the employment of the company?

A. He has had eleven accidents.

* * * * * * * * * * *

EARL F. LIVELSBERGER,

1838 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Will you please state your full name?

A. Earl F. Livelsberger.

Q. Where do you live?

A. 1404 Wall Street, South Bend.

Q. Are you an employee of the Indiana & Michigan Electric Company?

A. Yes, sir.

Q. How long have you been such?

A. Since November, 1916.

1839 Q. What is your position with the company?

A. At the present time I am known as general foreman.

Q. What?

A. I am known as general foreman.

Q. Well, in what position did you start working for the company?

A. As a ground man.

Q. Did you work up through as a lineman and foreman to your present position?

A. Yes, sir.
Q. Are you a member of the Michiana?
A. No, sir.
Q. Are you a member of any union?
A. I am not.
Q. Mr. Livelsberger, have you been present in this hearing and listening to the evidence of such men as Mr. Shields and Mr. Edwards?
A. Yes, sir.
Q. And they referred to your being present out on Western Avenue at a meeting of the American Federation of Labor Unit No. 9.
A. Yes, they did.
Q. You are familiar with that, are you?
A. Absolutely.
Q. Now, at that time state whether or not the
1840 American Federation of Labor was attempting to organize the men of this company?
A. Yes, they had been.
Q. And you may state whether or not the invitation was general, that there was going to be a meeting out there at that time?
A. That is what I understood it was to be, an open meeting.
Q. Yes. And did you go out alone?
A. Yes, sir.
Q. Did you go into their meeting?
A. No, I didn't.
Q. And why didn't you go into their meeting?
A. I didn't see anyone there that I cared much about associating in membership with.
Q. Were there many or few out there?
A. I didn't see only seven or eight, something like that matter.
Q. And who were they, if you remember?
A. I think I seen Leonard Bast, Frank Claeys, Lester Shields, Alvin Casper, a man by the name of Buckley, Charley Anderson, Ralph Hoblitzel, I seen him and talked to him.
Q. When you went out there why did you go?

A. I simply went out there to see who was who and whether it was any group of men that I had been working shoulder to shoulder with for years and whether I wanted the possibility of associating myself with
1841 them in some organization.

Q. In this general invitation, were you asked to go out?

A. Not directly, I don't believe, no.

Q. Did you go out there to spy on them?

A. I don't know why I should. It was an open meeting and they would have let me come right in if I had cared to, but I didn't.

Q. You did have a talk with Mr. Guy, who talked to you, who came across to your car?

A. He came across to the car. I didn't talk to Mr. Guy.

Q. Did you hear him say anything to you or to those with you?

A. I was in a car with Carlton and Hoblitzel and he asked Carlton if he cared to come up, or some such statement as that. It was an invitation I believe.

* * * * * * * * * * *

Q. Do you remember in the summer of 1937 Mr.
1850 Shields coming to you with reference to his joining some union?

A. Yes, I do.

Q. And what did he say to you?

A. Well, he stopped me in the hallway and said "Could I talk to you a minute?"

And I says, "You certainly can; what do you want?"

He said, "About this Michiana, is it all right for me to get in?"

1851 Well, I said, "Les, you will have to decide that for yourself. I couldn't tell you one way or another."

And he said, "Well, I want to be with the boys."

Well, I said, "That is for you, not me."

I think that is about all that was said.

Q. He testified on page 439 of the transcript that you said that as long as he did his work right and

caused no trouble on the job and as long as you were there there would be no discrimination.

Did you say that?

A. Yes, he did. He spoke about that and he said he wanted to know, he wanted to be one of the boys and I took from that that he was trying to—

Q. No, did you say that, was the question?

A. Absolutely, I did.

Q. Did you tell him to sign a card and join?

A. No.

Q. Did he say anything to you about a card?

A. What was that question?

Q. Read the question.

(Question read.)

The Witness: No.

Q. (By Mr. Seebirt): Well, there is another man here who has testified that he asked you for a card; do you recall that?

A. Yes, I heard the statement made.

1852 Q. Who was that?

A. Ralph Hoblitzel.

Q. And what was the conversation upon that subject?

A. Well, that happened in the morning. He came in the hall, met me right there in the hallway right there, and took hold of my arm and asked me if I would get him a card.

I says, "What do you mean?"

He says, "One of these Association cards."

I says, "Sure I will steal one if I have to, if you want one."

Q. And did you get one?

A. I did.

Q. Where did you put it?

A. I put it in an envelope, a manila envelope and put it on the desk laying right there where he was talking to me.

Q. Did you ask him to sign it any time?

A. Absolutely I did not.

Q. Did you hand out cards for the Michiana to people other than those who had asked you for them?

A. No.

Q. How many asked you for cards?

A. He was the only man that ever asked me for a card.

Q. The only one?

A. Right.

Q. And you placed that in an envelope and put
1853 it in the mail basket?

A. That is right.

Q. Did you ever solicit members for Michiana in any form?

A. No, sir.

Q. Ever talk to the men and tell them that they should join or otherwise?

A. No, sir.

Q. Did you ever assist it in any way?

A. No.

Q. Ever give it any money?

A. I did not.

Q. Do you know a lineman by the name of Havlin?

A. I do.

Q. Do you recall the occasion in the fall of 1937 that he and Mr. Daly were assigned to a truck?

A. Yes, sir.

Q. And do you recall the service which he and Mr. Daly were performing at that time?

A. The first part of the question I didn't catch.

* * * * * * * * * * *

CROSS EXAMINATION

Q. (By Mr. Reynolds): Don't you know as a
1857 matter of fact, Mr. Livelsberger that the members of the Brotherhood did not receive the overtime that the Michiana members did?

A. Well, I don't know how I would. I wouldn't know if the members of the Brotherhood did not receive overtime when I didn't know who they were.

Q. You didn't know that those men that you mentioned that you saw out there at the meeting were members of

the Brotherhood? You just saw them coming to the meeting and didn't know they were members, is that it?

A. Didn't know they were absolutely members, no.

Q. Now, you had in mind when you went out to that meeting that you were going to attend that meeting, that Brotherhood meeting?

A. I don't know as I had in mind that I was going to attend it. I don't believe I said that.

Q. Well, why did you go?

A. I went out there to see who was going to attend that open meeting.

Q. Why were you interested in knowing?

A. Well, to see whether there was any of the
1858 men that I had been associated with for several years.

Q. What difference would that make to you?

A. Well, I might want to associate myself with them.

* * * * * * * * * *

RE-DIRECT EXAMINATION

* * * * * * * * * *

Q. I hand you Respondent's Exhibit No. 17.
1869 Have you seen this before?

A. No, I have not. I don't think so, anyway.

Q. Well, I call your attention to the columns on the left-hand part of the page which would indicate that you are a general foreman immediately under Mr. Dequine and that under you Mr. Carlton and Mr. Lillard work, with connections with Mr. Brown and under Mr. Carlton and Mr. Lillard there are various tree trimmers, foremen, linemen and so forth.

A. That is right.

Q. Will you look at that and tell me if that is correct as far as you know?

A. Yes, as far as I know, I would say that is correct.

Q. Did you hear Mr. Dequine's description to me of the duties and rights of the foremen, crew foremen?

A. I followed it pretty well, I believe.

Q. Those men are under you, are they?

A. They are.

Q. Was his description correct as far as you know?

A. I would say yes.

1870 Q. Now, I wonder if you would tell me Mr. Carlton's duties and powers and how he reports to you or what authority you give him?

A. Well, he helps distribute the work that comes to us from the engineering forces. Usually he is distributing work to the transmission crews, that is takes care of them in general.

I don't usually take an active part in that, in directing those three crews or four, although I do see nearly all the work orders that might pass through or over my desk to them crews.

And then he helps out at times when I am on vacation, times it is impossible for me to be there for some other reason, he might distribute the work to some of the crews.

Q. You mean some of the crews other than the transmission?

A. Other than the transmission, some of the distribution crews, and he also helps out occasionally if he happens to be going in the direction of some of our distribution crews, if he happens to be going in that direction to see and talk with one of his transmission crews, often times I will ask him to stop and see how so and so is getting along and see whether there is anything that he might want and if he needed anything he would probably stop and help him out to the best of his ability.

Q. When you are absent does he take your place?

1871 A. In a general way, yes.

Q. What do you mean by that?

A. It really takes two of us. It takes—it is a little more than one man can expect to handle, I believe.

Q. You mean the whole job of running these units is a two-man job?

A. Yes, to do the whole job you would have to be a superman.

Q. Or at least a double man?

A. Yes, double.

Q. It takes two men to run that work.

A. Right.

Q. He is the other half of it?

A. That is right, or he may be helped out by various ones around there.

Q. When you are away does Mr. Miles help out in this work?

A. Oh, yes, he might help fill in or Diedrich might help fill in.

* * * * * * * * * * *

1872 Q. (By Trial Examiner Dudley): You spoke about Mr. Freeman, about there being a dispute with his foreman reported to you?

A. Along about the time he was transferred, yes.

Q. Who was Mr. Freeman's foreman?

A. Previous to the time he was transferred?

Q. Yes, that is right.

A A. J. Miller.

Q. Was it Mr. Miller that made the complaint to you?

A. He made the complaint, I believe, to Carlton one day when Carlton happened by there.

And then did Carlton pass it on to you?

1873 A. Yes, sir, he did.

Q. What was that complaint?

A. Well, I immediately checked it with Jay, I didn't go to Freeman, I checked it with Jay to see whether he really had something on his mind.

Q. That is Jay Miller?

A. Miller.

Q. The foreman.

A. Yes.

Q. What was the complaint?

A. He said that Earl, for some unknown reason, whether it was something he had done to him or not, he couldn't get out of him, was taking the attitude that he should do a good bit or all of the ladder work, is the way he put it.

Q. All of what?

A. All of the ladder work. They were involved in--it was a small crew and they were involved in lots of small services and it seems that Freeman would invariably grab

the ladder and go to the house and this other man Hawk never complained, but he just continually doing the pole work. Jay said that didn't look very good to him, and probably it broke down the morale of the other man and got him disgruntled, and I think I told him at the time, "Well, let's transfer Earl on to another crew, probably he thinks he has got some little grievance and certainly we ought to break it up. He has never been in the
1874 office and said anything about it, maybe a change of light would help him some, a change of scenery."

Q. Did you ever talk with Freeman about it?

A. No, I never did talk with Freeman, other than I believe I told him that I would put him over on Masten's rig, a little different type of work.

Q. Had the other man made any complaints?

A. Hawk had not complained to me. It had not been brought to my attention.

Q. Do you know if he had complained to anybody else?

A. If he had, it had not been brought to my attention, and probably I would have heard from him, I would naturally think so.

Q. Did Freeman get less overtime work on Masten's rig?

A. Well, not due to that immediate change at that particular time, I don't believe, but he might have dropped a little. I guess I would have to answer that he got less, but you naturally would on a construction crew, of course.

Q. Very much less?

A. I don't know what the picture is on that. I would have to check that.

Trial Examiner Dudley: I think that is all.

Mr. Seebirt: That is all.

WILLIAM LA VELLE,

1886 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Thornburg): State your name.

1887 A. William La Velle.

Q. Where do you reside, Mr. La Velle?

A. 509 North St. Peter.

Q. Were you residing at that address on or about May 15th, 1937?

A. Yes, I have lived there for about twelve years.

Q. I see. How long a period have you been with the Indiana & Michigan Electric Company?

A. Going on twenty-six years.

Q. What department are you in, please?

A. South Bend Distribution.

Q. And your position?

A. Line Foreman on the service rig.

Q. I beg your pardon. I didn't hear the answer.

A. I am line foreman on the service rig.

Q. I see. And for what period of time have you been line foreman on the service rig?

A. Well, I have been on that service rig since 1937.

Q. Do you know about what date?

A. I came on there after Sam Rhoutsong met with death. That was during the holidays. I don't know whether I went on there January 1st or in February.

Trial Examiner Dudley: That would be January or February of 1937?

The Witness: Yes.

1888 Q. (By Mr. Thornburg): It was no later than that time, was it?

A. I didn't get the question.

Q. I say, to your knowledge, it was no later than that time?

A. No later than that time.

Q. I will ask you your religious belief.

A. I am a Catholic.

Q. I will ask you whether or not you belong to the Holy Name Society?

A. I do.

Q. And of what parish?

A. St. Joe.

Q. In South Bend?

A. South Bend.

Q. As of on or about May 15th, 1937, who was the Pastor of that parish?

A. Father O'Rourke.

Trial Examiner Dudley: What was the name?

The Witness: Father O'Rourke.

Mr Seebirt: O'R-o-u-r-k.

The Witness: Right.

Mr. Thornburg: I believe there is an "e" on the end of that, if I remember right.

The Witness: I believe that is right.

1889 Q. (By Mr. Thornburg): I am going to ask you whether or not you had anything to do with the organization of the Michiana Association?

A. I have.

Q. I call your attention to Sunday, May 16th of 1937, and ask you whether or not you attended mass on that day?

A. I did.

Q. At what hour?

A. Nine o'clock.

Q. And that is released about what hour?

A. A quarter of ten.

Q. From there did you go to your home?

A. Directly.

Q. And when you arrived at your home you may state whether or not you found a group of men there?

A. I did.

Q. And who were those men, please?

A. Russ Harter, Daniels, Ringen—

Trial Examiner Dudley: What is that name?

The Witness: Ringen, R-i-n-g-e-n. Jack Betly, Ernest

Clark, and there were some others there. I don't recall them.

Q. (By Mr. Thornburg): I see. Russell Harter, Ernest Clark, Jack Betly, C. E. Daniels?

A. C. E. Daniels.

1890 Q. And Leo Ringen?

A. Ringen. Russ Harter and Ernest Clark.

Q. Was that meeting by reason of prearrangement?

A. Yes, that was.

Q. All right. I will ask you when that meeting was arranged?

A. That meeting was arranged on Saturday, May 14th.

Q. What time of day was the arrangements for that May 15th meeting made?

A. Around ten o'clock in the morning.

Q. Wasn't that Saturday May 15th? Sunday was the 16th.

A. Yes, that is right. Sunday was the 16th.

Q. That was Saturday, May 15th?

A. The 15th.

Q. In the morning?

A. In the morning.

Q. And I will ask you where you were at the time?

A. I was in the south end, running the service.

Q. Did someone approach you concerning the same?

A. Yes. A man by the name of Harter followed me out Michigan Street, but when we was passing through the business district I was getting the go sign and he was getting the stop sign, on account of traffic being heavy and he followed me on the other side of Union Avenue. When I pulled in the alley he pulled up in back of me.

Q. All right. I will ask you if that is Mr.

1891 Russell Harter?

A. That is Mr. Russell Harter.

Q. What conversation, if any, took place at that time?

A. He says to me, he says, "Bill, you are an old employee, and I came out here to find out something. What are you going to do about the union?"

I says, "Russ, you will have to keep away from me for a while. I have got too much to do, and I have got

to be in at twelve o'clock. I have got two more services to run."

And I says, "Whatever you want to bring up, come over to my house Sunday morning and we'll discuss it over there."

Q. I see.

A. "I cannot discuss that on the company property right now because I am too busy."

Q. Did he make any statement with respect to what union he made reference to?

A. Yes, sir, he wanted to—he told me out there while the men was getting the ladders off of the truck and cable to the house and the necessary material to do this job, he says, "The A. F. of L. and the C. I. O. has been after the men, and they have asked me to come to you for your opinion."

"Well," I says, "why are you picking on me."

He says, "Well, you are one of the old employees."

And I says, "Well, I know I have heard some talk about union. If you want to do something on the
1892 union, why, come over tomorrow morning and we will discuss the point. But don't come until after nine o'clock, because I won't be home, because I have to go to church."

Q. All right. Now, was anything further said by and between yourself and Mr. Harter, or, for that matter, with anybody else, until Sunday morning?

A. Until Sunday morning.

Q. I asked you whether there was anything said during that interval of time.

A. No, there hadn't been a thing said up until Sunday morning.

Q. I see. Now, you will please state to the Examiner what conversation took place at your home by and between these gentlemen, concerning whose presence you have testified, and yourself, Sunday morning, May 16th.

A. Sunday morning I came home and the children had let the men in the house, and I put the car in the garage and come in the back way and they were sitting in the front room.

"Well," they said, "Bill, we haven't said a word about the union or anything. We're waiting for you to say what you want to say."

They told me, the men that's working in the gang, and the men that's working under them—some of those men that were there was foremen—they says every night they go home there is one or two men to solicit there,
1893 either C. I. O. or the A. F. of L. Now, these were old employees and they figured that they could have a union, one way or the other, either C. I. O. or the A. F. of L., or whatever they wanted to discuss.

So I says to them, "Well, listen, fellows, once years ago we organized here what we called the 'Club of the Live Wire', and everybody got along swell in that club until we moved in '30 across the river. Then the club broke up. The club was on Division Street."

Q. May I inject this, please? What was the nature of this club?

A. All employees of the Indiana & Michigan Electric Company.

Q. Was it a labor organization, a social organization, or what?

A. A social organization.

Q. Exclusively?

A. Absolutely.

Q. I see. Go ahead. I am sorry to have interrupted.

A. There was no discussion of any union ever brought up in that club. We didn't have to have it. They wasn't so hot and heavy after the boys at that time.

So I says to one of them, I says, "Why not employ our own union? We have a right under the jurisdiction of the law, which they couldn't get away from."

I says, "The Telephone Company has got their
1894 own union, Bendix out here has got their own union. They have their own union with the C. I. O. mixed in there." I says, "I don't see why we couldn't have it."

One of the fellows spoke up and he says, "I can't pay big money to belong to any union."

I says, "That is all right with me."

So they decided to organize at that time what they

called the Michiana Electric Association, I think they said Electric Utility Association or Electric Company Workers Association.

Q. Michiana Electric Utility Workers Association.

A. Either one of those. So they wanted to know what they wanted to do about getting some funds raised for these new cards.

Q. Now, just a minute. May I ask you whether there was any discussion of the method by which you did proceed to organize this group?

A. Oh, yes. There was one man got up and told us how the Telephone Company run their union. That was Mr. Harter, I believe.

So I says, "Well, you have got to have a leader in order to put this over, and you have got to have some money."

So they said, "Well, when do you want to start?"

I said, "Well, according to you fellows' dope that you brought before us here, we have got to start right
1895 away the way things look."

So I went from my house—I said, "You will excuse me," and I went to Frank Miles' house.

Q. Just a minute. Let me ask you a question, please. Was that the end of the conversation at that time?

A. Oh, no. We took up some money right there and then. They all put a dollar out on the table.

Q. I see.

A. To sponsor the first cards that we was going to get. There was a discussion of getting a card signed by each employee that wanted to belong to this.

Q. All right.

A. Remember, in this particular case these cards—we don't force anybody to sign these cards.

Q. Well, now, you didn't have the cards at that time?

A. No.

Q. I see. But you knew that you wanted to get the cards in order to solicit memberships for this Association or Union?

A. Right.

Q. Or whatever you were about to organize. All right. And having so determined to do, then what did you do?

A. We got the money, and I told them that I knowed a fellow that we could get those cards printed, if I could get hold of Frank Miles we could get the job done today.

1896

Q. Let me ask you, please, did you go to see Mr. Miles then?

A. Yes, direct to his house I went.

Q. I see. What time was that, approximately?

A. That was around, oh, pretty close to twelve o'clock.

Q. I see. And did you find Mr. Miles at home?

A. Yes, I did.

Q. And is Mr. Frank Miles an employee of the Indiana & Michigan?

A. He is.

Q. Had you had any previous relationship with Frank Miles in any organization of any kind?

A. Yes, I had.

Q. In what organization?

A. In the Holy Name Society. He is president and I am vice-president.

Q. I see. You may now state to what printer you went, if, you did, to have these cards set up and printed.

A. Well, this printer lives about four blocks from me, either three or four blocks. He lives on East Cedar Street. He lives the second house on the south side of the street on Cedar, south—I mean west of Eddie.

Q. What is his name?

A. I believe his name is Woods.

Q. Does he conduct a printing shop at his home?

1897

A. Yes, in the basement.

Q. I see. Had Mr. Miles ever had any printing, to your knowledge, done there before?

A. Yes, several times.

Q. And for what?

A. For the Holy Name Society.

Q. Did you find this printer at home?

A. Yes, we did.

Trial Examiner Dudley: While you are there do you

want to get the conversation between himself and Mr. Miles?

Mr. Thornburg: Yes, I would be glad to.

Q. (By Mr. Thornburg): What, if any conversation did you have with Mr. Miles concerning the organization of the union or Association?

A. I told Mr. Miles that I had to have some printing made, and he says, all right, he'd go down with me and going down there in the car I told him that we was going to organize what we'd call the Employees' Union, and he says, "Okay."

He says, "I will fix it up with the printer for you. I will introduce you."

So we went down and he introduced me to the printer. We told him what we wanted and Mr. Miles helped outline what was to go on the cards.

Q. You outlined what was to go on the cards while you were down at the printer's with the aid of the

1898 printer, did you?

A. Yes, sir.

Q. I hand you herewith Respondent's Exhibit No. 4, which is in evidence, and ask you whether or not that is one of the cards which you had printed at that time, or ordered to be printed?

A. Yes, this is the card.

Q. Thank you. How many of those cards did you have ordered?

A. A thousand.

Q. You had a thousand ordered. And what was the cost of that thousand?

A. $4.75.

Q. I will ask you whether or not the printer agreed with you to furnish and deliver those cards—or rather to furnish those cards or a part of them by four-thirty or five o'clock that same evening?

A. He did.

Q. You may state what, if anything was done by you during the interval between your visit to the printer and four-thirty that same afternoon, towards the organization of this Association?

A. After he agreed to print the cards, or five hundred of them, by five o'clock Sunday afternoon, I went back, I took Miles back home and come back to my house, and the boys was there and I said, "Well, we will have the cards at five oclock this afternoon. Now, it is up to
1899 you fellows to get busy and go out and get your workers. "So," I says, "if you come back at five o'clock this afternoon I will have the cards and I will give them to you and you can go out and get the members."

Q. I will ask you whether or not you returned to the home of Mr. Woods, the printer, that afternoon?

A. I did.

Q. At what time?

A. Four-thirty.

Q. Did you procure the cards at that time?

A. I did.

Q. How many?

A. Five hundred.

Q. And from that point you may tell the Examiner from there where you went?

A. I went from the printer's back to my house with the cards, and when I got back there the boys was there waiting for the cards.

Q. I see. Can you name some of the boys who were there waiting for the cards?

A. Jack Betly and Leo Ringen, and Russ Harter, and—

Q. Was Mr. Glen Carlton there?

A. No, he came way late. He came around six o'clock. There was Leo Ringen, Jack Betly and Daniels and Russ Harter and Ernest Clark, and there was—

1900 Q. I see. Were there others over and above those you have named?

A. Yes, there was, but I give the cards to these particular men that sat in on the meeting and they distributed them outside of the house.

Q. Approximately how many men were there during the course of the evening to receive cards?

A. Oh, I would say ten, fifteen, around that neighborhood.

Q. I see.

A. Or twenty there could have been.

Q. Did Mr. Jack Hanley come that evening?

A. Mr. John Hanley from Twin Branch—I contacted him myself about these cards, and he said he would stop, but at the time he stopped we didn't have the cards, and I told him to stop Monday, I would give him the cards.

Jack picked up those cards the following Monday, after Sunday, that would be on the 17th, in the evening. Around between five and six he picked those cards up.

Q. I see. You may state whether or not Mr. Woods delivered the remainder of the 500—the remaining 500 cards.

A. Yes, Monday.

Q. Did he deliver them to your home?

A. Yes, sir.

Q. Were you there?

A. No, my wife was.

1901 Q. Was Mr. Woods ever paid for those cards?

A. Yes, sir.

Q. He was paid for those cards from and out of what fund?

A. Out of the fund that we took up at my home.

Q. I want to direct your attention, please, to the month of December in 1936, and ask you whether or not there was a general raise of five cents among the employees of the Indiana & Michigan Electric Company?

A. Oh, yes. They give us a nickel but they was supposed to give us a dime, and they give us that dime—I mean that nickel in December. Then the following—

Q. I beg your pardon.

A. No, I got them twisted. Wait a minute.

They give us a nickel raise before Christmas.

Q. They give you a nickel raise before Christmas?

A. Yes, and along at Christmas they came along and gave us a bonus of a week's pay, after the fellows was all in an uproar because they didn't get the dime, they only got a nickel.

Q. Now, I will ask you whether or not on this evening

of the 16th day of May, whether or not you discussed that situation?

A. Oh, yes, we did.

Q. And what specific person or persons did
1902 discuss that?

A. Russ Harter discussed that and Jack Betly and Leo Ringen had the floor on that more than anybody.

Q. Now, I will ask you, was it their position that an Association would get this other nickel for you?

A. Oh, yes, it did. We got the nickel and we got our insurance in case we'd ever get hurt, it would start immediately instead of waiting seven days before it took action.

Q. Was there any other reason cited by those gentlemen or yourself during that conversation why you ought to have an Association or union of some type?

A. Oh, you bet.

Q. What was it?

A. If we'd have had this union at that time, I believe we'd have got our dime, but as a group we went in and asked for a dime raise and they only give us a nickel raise, and the minute we got this organized we got that other nickel. If, I think, we'd have had the Michiana Electric Association at that time we'd have got our dime right off the bat without a doubt.

Q. Well, was there any statement made by and between you gentlemen when you were gathered there on that particular day—any statement made with respect to why you should form your own union in contra-distinction to joining either the C. I. O. or A. F. of L.?

A. Yes, because the older employees of this
1903 company own their own homes. They have their families. We are established there. This Electric Company, the Indiana & Michigan, is home for many of the old employees. We never needed a union at the Indiana & Michigan as long as I have ever been there up to the last present years—the last four or five years, when the A. F. of L. and the C. I. O. got so strong and they was going to come in an take our little play house away

from us; then we organized what we called the Michiana Electric Workers Association.

Q. I will ask you whether or not at any time, prior to the 16th day of May, 1937, on the 16th day of May, 1937, or thereafter, you spoke of and about the formation of this Association to any man superior in rank to yourself. With the company, of course.

A. Not with the heads of the company department. All employees.

Q. I see. Did you ever talk with Mr. George Dequine about it?

A. No, not one minute.

Q. Did any person identified with the management of this company instruct you to enter into the organization of this group?

A. No, no.

Q. Did they make any financial contributions to your knowledge, either for cards or otherwise?

1904 A. Not one cent. The money that we got for those cards was out of our own pocket as a donation.

Mr. Thornburg: I see. Ask the witness.

CROSS EXAMINATION

Q. (By Mr. Reynolds): You talked to Mr. Carlton on the 16th of May, didn't you?

A. At my residence, yes.

Q. Yes. Well, he has somewhat of a more important job than you have with the company, doesn't he?

A. Oh, I don't know if he has or if he hasn't.

Q. Well, he acts as Mr. Livelsberger's assistant, doesn't he? As Assistant General Line Foreman?

A. Yes, but he can't do anything unless he goes to Earl about it.

Q. Oh, you know that, do you?

A. Yes. When he's there.

Q. What if Earl is absent?

A. Then he has charge.

Q. Yes.

A. In a certain way.

Q. You run your own job as you see fit usually, though, don't you?

A. Oh, you bet.

Q. What you tell your men they do?

A. Well, I have got a real nice crew. You don't
1905 have to just drive them. We have the work; we get it out.

Q. Did you ask them to join the Michiana Association; your crew?

A. No. They asked me that.

Q. Oh, they came to you?

A. Yes, sir. And I says, "I have already signed."

Q. Well, who did they go to to sign?

A. I think Leo Ringen signed up one, and I don't know who signed the other. I have never seen the card.

Q. Why did you think the men would have received a ten cent raise if they had had the Association earlier?

A. Well, when they give us that nickel raise and come right back with a bonus for a week's wages at Christmas, I thought they was just trying to pass their way over.

Q. How did the Association get a five cent raise?

A. Well, when we organized on the 16th, in four days' time we held our first meeting, and that was on May 20th at the St. Joe hall. They appointed some officers. I was at that meeting. That was an open meeting. And they appointed some officers—I don't know just who they were—that took the stand. Being an outside man you don't know the inside men very well. You don't come in contact with them. They had their meeting, they drawed up their by-laws and elected their officers in time for the second meeting, I think—Henderson and another fellow—I don't know what his name is. And they went ahead then
1906 and filed a petition with the company, had the thing signed up and drawed up, and then they laid their cards on the table, we wanted the other nickel; and we got the other nickel.

Q. What were you going to do if you weren't going to get the other nickel?

A. We would have kept right after them until we did.

Q. You would have made it pretty tough for the company, wouldn't you?

A. Well, I don't think we had to make it very tough.

Q. They were willing—

A. It took us about seven or eight days to get it, and we got it.

Q. They were willing to give you that nickel, weren't they?

A. Well, you can't walk into a bank or any other concern and get it right off the bat. Take Bendix; the same time we was organizing this Bendix had an employees' union and C. I. O. They had a conflab there; they couldn't get going. And right after we got going Studebaker pulled a wild cat strike. We didn't have to do that. We just walked in and laid our cards on the table and we got what we wanted.

Q. You didn't have to do much arguing about it, did you?

A. I don't know. I wasn't up there. That was up to the ones, the officers that they elected. All I done is organize this.

1907 Q. Had you heard anything about an independent union before Mr. Harter spoke to you the first time?

A. Oh, yes. I always knowed the telephone company had one.

Q. Well, I mean in this company. Had you knowledge that there was any idea of starting one in this company before Mr. Harter spoke to you the first time?

A. No. The only time I knowed it was Saturday, and that same Saturday afternoon that I seen Harter, Jack Betly, he came along and he had a paper. That was at twelve o'clock. I had an engagement Saturday afternoon and I had to be there, to a meeting. Not to a union meeting. This was a church activity I am talking about now. And I told Jack to be up at my house tomorrow morning, I had something definite in mind. What Jack Betly had on the paper, I do not know.

Q. That was after you talked to Mr. Harter?

A. Yes.

Q. Then, so far as you know, the idea of the independent union was born right there in that alley, wasn't it?

A. Pretty well close to it.

Mr. Reynolds: That is all.

Mr. Thornburg: I have only one more question.

RE-DIRECT EXAMINATION

Q. (By Mr. Thornburg): You spoke of getting the St. Joe hall. Is that associated with the St. Joe
1908 parish, of which you are a member?

A. That is, yes.

Q. And did you approach Father O'Rourke to procure that hall?

A. No. I went to Frank Miles, and he being the president, the vice-president has to work with the president; so I went to Miles and asked him if he'd get the hall, and Miles says, yes, he would get it.

Q. I see. In other words, you don't know anything about getting the rental of it?

A. No, I do not.

Mr. Thornburg: I see. That is all.

Q. (By Trial Examiner Dudley): May I ask you, Mr. La Velle, about this meeting at your house on Sunday? I think you said a while ago that you told the people that if things were like what they said they were you better get started right away.

A. I did.

Q. Can you tell me why there was all the rush about this?

A. Why, yes; because the A. F. of L. and the C. I. O. had their men out soliciting employees, and from what I gathered from these men they was working pretty fast. So then we discussed what we wanted to do, and we really went out and cleaned it up in four days and had around five hundred members, I think, in four days' time.
1909 Q. Well, was the only reason for your starting at that time the necessity of beating the A. F. of L. and the C. I. O.?

A. Yes, we didn't want to pay that big dues; that is one reason.

Q. Was there any particular grievance you had with the company that got you started off so fast?

A. No, we didn't have no grievance with the company at all; only about that nickel we was supposed to get on top of that. We was supposed to get a dime raise and they only give us a nickel raise and that other nickel was the one we wanted. We wanted that ten cent raise. That brought the linemen up to a dollar and hour and the foremen to $1,15 an hour.

Q. There was no particular reason why you had to start bargaining about the nickel at that time?

A. No, not right at that time, we didn't have to do that, no. You couldn't bargain until you got the group of employees.

Q. That is right. You could have started before or after?

A. We could have started this union three months before we did.

Q. You got these five hundred members in four days?

A. Well, the men I gave the cards to, Jack Betly, Russ Harter, Ernest Clark, and Daniels, and Glen Carlton got ahold of some of the cards Monday, and Jack Hanley, they got them over the property, most of them, on Sunday, near outside of Monday, the other five hundred.

1910 Q. I didn't get what you said there. You said they got them on the property, most of them, on Sunday?

A. Sunday and Monday.

Q. What do you mean by on the property?

A. That is the different employees at different properties, like going to Benton Harbor, St. Joe, Berrien Springs, Buchanan, Elkhart, Butler and Fort Wayne.

Q. What did these men do; take time off and go out?

A. They didn't have to. It was on Sunday. We mailed the different ones to the different towns, because we had a little surplus money left from the collection. We mailed out so many cards. We knowed that Fort Wayne only had about five men down there, and like Benton Harbor, they couldn't have over fifty-five or sixty men, and we sent up there, I think to Benton Harbor at

that time twenty-five cards to get it started, and said there would be more cards following when they would be available to get them from the printer.

Q. How did you select the people to whom you mailed them?

A. Well, being around the company you know quite a lot of the people on the different properties. I have been from one end of the Indiana & Michigan to the other my self, and Harter, Jack Betly and Daniels have been from one end of this property to the other. We not only had to send them—they come right in and got them. Everybody seemed to want them.

1911 Q. How did they learn about them?

A. Of course, different ones that had them, where they only had two or three in their pockets, they would say, "Give me a couple of them and I will get you a couple of members."

Q. Do you know to whom you mailed them at Benton Harbor?

Q. No. I did not have the mailing of those cards. I don't know who they mailed them to there myself. I didn't hand one of these cards out only to these men that were at my house.

Q. Did you ask anybody to join?

A. I did not.

Q. Now, was it Sunday on which you got members or on which these men got members? Is that the same Sunday of the 16th?

A. Yes, May 16th, and they had them dated on the 17th to make it legal.

Q. They got them about what time; would you say four or five o'clock?

A. I got them at four-thirty. They got them about, I would say, a quarter to five.

Q. Did they leave right away?

A. Right away.

Q. Did they say they were going out to get members that evening?

A. They did.

Q. And then you mentioned four days—

Mr. Reynolds: I am looking for the membership
1912 book of the Michiana.

Q. (By Trial Examiner Dudley): Then you mentioned the four days, were the other three days, Monday, Tuesday and Wednesday?

A. Monday, Tuesday, Wednesday and Thursday. Thursday falls on May 20th, and that's when we had our open meeting at the St. Joe hall.

Q. I see. When they got cards signed up on Monday, Tuesday and Wednesday, did they take time off from the company to get these cards signed?

A. No, they didn't. They collected the biggest part of these cards on May 20th, at the hall.

Q. I see.

A. Because everybody was coming to the meeting.

Q. Did they pass the word around and tell the men about it on Monday, Tuesday, and Wednesday?

A. They decided on Wednesday to get this hall and the word was passed on Wednesday night and Thursday about this hall being open Thursday night at eight o'clock.

Q. Did you go to the meeting at Frank Henderson's house?

A. No, I did not.

Q. Did you know about it?

A. Yes, I did.

Q. How did it happen you didn't go?

A. I wasn't invited.

1913 Q. I see. Do you know why you weren't invited?

A. No, I don't. I don't think Frank Henderson—outside of Frank Miles and the group that I have given, I don't think that there was another man on the property that knowed that I organized this union.

Q. I see. Your parentage here was a secret, was it?

A. Absolutely.

Q. Did you help collect any dues?

A. No, I didn't.

Q. Now, when Mr. Reynolds asked you a minute ago about your own crew, will you tell me again the story about that?

A. My own crew, Leo Ringen signed up Lane and I don't know who signed up the other man, Fieser. I don't know who had doings of signing him up, but I know he is signed up in this.

Q. You said that they came to you?

A. Who do you mean "they"?

Q. Your crew.

A. Oh, yes. No, my crew—my crew came to me after we started this and thought it was a very good thing of starting it.

Q. Well, you said they came to you and asked you about it.

A. A group of these men came to my house and asked me about this organization.

Q. I am speaking about your crew. Didn't you
1914 say they came to you and asked you about it? And you said you already belonged?

A. Yes. They asked me if I belonged to the Michiana Electric Association, and I said I signed up.

Q. What was that?

A. I said I signed up. I signed up the same day I got the cards.

Q. When did they ask you about it?

A. Oh, they asked me about that along about Tuesday. You see, we don't work Monday morning. We are the only crew that does not work Monday morning. We go in at noon and work until Saturday noon. You see, we don't never see these line gangs, these other gangs, because we come on at eight o'clock in the morning and quit at five; they come there at seven and quit at four; and if we are back there at lunch hour, which we all go home for, dinner, we never hardly see any of these other fellows.

Trial Examiner Dudley: That is all the questions I have.

RE-CROSS EXAMINATION

Q. (By Mr. Reynolds): Was Mr. C. E. Masten, Distribution Foreman, one of the men that came to your house?

A. No, I don't think he was.

Q. If the records of the Michiana Association show

that he was signed on May 15th, would you be able to explain how that happened?

1915 A. I didn't sign Mr. Masten up. He might have been signed by one of these fellows and maybe one of those boys didn't tell him to sign on the—make it the 17th, or he might have been wrong in his dates when he signed it.

Q. Yes.

A. He might have thought the day was the 15th, as far as that is concerned.

Q. Now, if the record shows that your card was signed on the 17th, would you say that would be wrong?

A. No, because the 16th was Sunday, and I signed it on Sunday and dated it the 17th day to make it legal.

Q. Did you hear that Mr. Betly went about the system talking to men about this?

A. No. I heard Mr. Betly had a paper of his own, that Saturday that he caught me and wanted to know something about it, and I told him to disregard whatever he had. I don't know what he had in the paper. I didn't pay any attention. I had an appointment for Saturday afternoon and I said, "Jack, be at my house tomorrow morning after nine o'clock, and" I says, "I will be home and we will discuss it with a lot of the others."

Mr. Harter called up quite a few of them and told them to be there over the week-end and that's how they happened to be there. Regardless of who was there and how they got there, I am only stating I think Mr. Harter had called to get them up. I didn't know who was

1916 going to be there when I told Russ we were going to have a meeting.

Q. Mr. Harter really promoted the meeting and got the men to come?

A. He got the men there, yes.

Q. Did you find out what Mr. Betly was trying to promote with his paper that he came around with?

A. No, I didn't inquire one thing about it.

Q. He didn't tell you later?

A. No, he didn't. I have never asked him what was on that paper.

Q. What conversation did you have with Mr. Carlton that evening at six o'clock on the 15th when he came around?

A. I don't know how he found it out that we was organizing this, but somebody must have called him and told him about it, and he come over there and asked me about it. I says, "Yes, we organized—we are organizing what we call an Employees' Union."

And he asked me if I had any cards, and I says, "No, I haven't any."

Q. Is that all you told him about it; that you were just organizing an Employees' Union?

A. Yes, because it was none of his business.

Q. Why wasn't it any of his business?

A. Because he wasn't invited into that meeting.

1917 Q. Why did you give him cards if it wasn't any of his business?

A. Well, we found out that his job down there wasn't as important as a lot of us thought it was, and then we dumped the cards over into his lap.

Q. How did you find that out?

A. Because he ain't any more than I am down there. He is a foreman under Earl Livelsberger. I am just a line foreman, and when Earl is there he is just a line foreman.

Q. How did you go about finding that out?

A. Because I used to be in that job myself.

Q. Well, you knew that, when he came; you didn't have to find it out?

A. Absolutely, but I didn't know if he was eligible to be into this until I found out.

Q. Well, how did you find out? So then you didn't know when he came what his job was?

A. I didn't know if he was eligible to carry these cards with him.

Q. How did you find out he was eligible to carry the cards around?

A. Because I found out through another friend of mine that ought to know something about that.

Q. Well, who was that?

A. Well, I don't want to bring that man's name into this.

1918

Q. Well, I am asking you the question. I want to know who the man is?

Mr. Thornburg: You may answer, Mr. La Velle.

The Witness: He is a man that works down in the Indiana & Michigan Electric Company.

Q. (By Mr. Reynolds): Yes. What is his position and what is his name?

A. That is Mr. Miles.

Q. Yes. Distribution Engineer, is that what he is?

A. Yes.

Q. What conversation did you have with Mr. Miles about Mr. Carlton?

A. I asked Mr. Miles if Mr. Carlton, being only a line foreman there, if it would be eligible for him to have any of these cards to get anybody to sign them. He thought it was, and so did Mr. Ringen, and so did Jack Betly, and so did all the rest of them, and after the meeting I really found out it was, after we had our own lawyer and we could discuss it.

1919

Q. Did your lawyer tell you that Mr. Carlton would be eligible?

A. He said any line foreman could be eligible in that meeting—in this Michiana Electrical Association.

Q. You didn't have any question about the various engineers, distribution engineers, and men of that kind, like Mr. Miles?

A. Oh, yes, they could come in there.

Q. Did you have any question about Mr. Miles?

A. No.

Q. He has men under him, doesn't he?

A. He has only got three or four.

Q. Have you been active in the Michiana Association since that time when it was organized?

A. No, I haven't. I hold no office whatsoever in it. I have an idea if they'd known I got it up I'd have an office by this time.

Q. Are you worried about what they might do to you because you organized the union?

Mr. Seebirt: I object.

The Witness: Who would do anything to me?

Q. (By Mr. Reynolds): The company.

A. For what?

Q. For organizing the Association, the Michiana.

A. No. President Roosevelt says that you can have this stuff, and that is why we know we can have it.

Q. Yes. Well, you are not worried about the
1920 company?

A. Not a bit.

Mr. Reynolds: That is all.

Mr. Thornburg: That is all.

The Witness: They can't fire you for anything you do, you know, under this line.

Q. (By Trial Examiner Dudley): May I ask you one more question? Who prepared the language of these cards you had printed that Sunday afternoon?

A. Mr. Miles and the printer.

Q. Did you have anything to do with it?

A. No, I didn't.

Q. Do you know where they got that language?

A. Right there at the printing shop. What name they wanted to use—I helped suggest the name, and they finished out the rest of it. All you had to have was your name and address.

Q. (By Mr. Thornburg): Mr. La Velle, perhaps I can ask a question.

By what familiar name is the general territory of northern Indiana and southern Michigan known?

A. As the Michiana.

Mr. Thornburg: Very well.

Q. (By Trial Examiner Dudley): Well, how about the rest of the language on that card?

A. Electrical Workers Association?

1921 Q. I am not thinking of the name of the Association, but the rest of the words on there.

A. I didn't have anything to do with that. I just went up there and paid him for printing these cards and getting them out. Mr. Miles laid out the outline, and the printer did that.

Q. Did Mr. Miles tell the printer what he wanted the cards to say?

A. Well, they studied what it should read, how it should read to make it stand out.

Q. What did they study?

A. The wording of the card.

Q. Did they have any forms there?

A. No, they just wrote it on paper.

Q. Did they have any books or pamphlets or anything?

A. No, sir, they didn't.

Q. Did they consult a lawyer or anybody else about it?

A. No, they didn't.

Q. This is Mr. Miles' own language on this card?

A. Yes, that is the first card. They changed, you know, after we got the first thousand cards. They changed the reading of the card.

Q. I am talking about this same card that you talked about a while ago.

A. The Michiana Electric?

1922 Q. That is right.

A. That is the one.

Q. Is that Mr. Miles' language on there?

A. Yes.

Q. Or is it the printer's language?

A. The printer's and Mr. Miles'.

Q. I see. You didn't pay the printer anything for legal services, did you?

A. No, we didn't; we only paid him for his work.

Trial Examiner Dudley: That is all.

Mr. Reynolds: That is all.

Mr. Thornburg: That is all.

(Witness excused.)

Mr. Thornburg: Mr. Harter.

RUSSELL T. HARTER,

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Thornburg): You may state your name.
A. Russell T. Harter.
Q. And where do you reside, Mr. Harter?
A. 837 32nd Street, South Bend.
Q. I will ask you your occupation?
A. Foreman of transmission crew.
Q. With the Indiana & Michigan?
1923 A. Yes.

Mr. Thornburg: I will ask, please, your Honor, if you are fully familiar with the duties of a foreman of a transmission crew.

Trial Examiner Dudley: Well, I am familiar, in general, I think by now with what the crew foremen do. Is there any particular significance to his being in the transmission crew?

Mr. Thornburg: Perhaps we had better go into it. I don't know.

Trial Examiner Dudley: All right.

Q. (By Mr. Thornburg): You will kindly explain in some detail what your job consists of?

A. Well, a transmission line, in the first place, is a line, a service that services different localities. These high power lines run across country, see, from one city to another. Our running is a hot line crew. We replace insulators and do all of our work with a set of tools made by the Tip Tool Company. That is my business, to run that job.

Q. How many men in your crew normally?
A. Well, I have four regularly.
Q. I will ask you, please, if you have heard the testimony which Mr. La Velle has just given here?
A. Yes, sir.
Q. Do you remember the occasion of Saturday,
1924 May 15th?

A. I do.

Q. In a certain alley?

A. I do.

Q. And did you have a conversation at that time with Mr. La Velle?

A. Just to the extent of forming an association. He told me at that time that he was working and he had other work to be done, and to meet him in his house on Sunday morning.

Q. I see. Would you say that his statement of that conversation is substantially correct?

A. Yes.

Q. Is there anything you wish to add to it that he has omitted?

A. Well, the only thing I might tell you is how I happened to contact this man.

Q. All right. I will ask you where you were at the noon hour on Friday, May 14th, 1937?

A. We was at Eagleston's restaurant at Niles.

Q. At Niles?

A. Yes.

Q. And may I ask you who was with you?

A. Leonard Bast, Seth Vandenburg and Vern Sowell.

Q. Are they men of your crew?

A. They were at that time. Two of them still are, but Mr. Vandenburg is working on another crew now.

1925 Q. You may state what the discussion, if any, was upon that occasion?

A. Well, we eat lunch at the restaurant, and during the noon hour, which is always the custom in warm weather, to congregate around, usually where the truck is parked. We goes over there and we meet a crew from the Michigan Bell Telephone Company. This foreman was telling us the setup that they had under their association, and he give the details of it as it worked, all the way through, and they were perfectly satisfied. He had nothing but praise for their association.

Q. Let me ask you. Do you mean to say that while you were sitting there that somebody from the Michigan Bell Telephone came up?

A. No, they were there.

Q. They were already there?

A. Their store department, their storeroom is right where we parked our truck that particular day. In fact, we set on their pole pile while we talked to their foreman.

Q. That is the foreman on this Michigan Bell Telephone crew? That is what you are speaking of?

A. Yes, the whole crew, the foreman and his men.

Q. I see. Did you know any of them?

A. I know them by sight only.

Q. I see. You may state what your conversa-
1926 tion was, other than what you have said?

A. Well, it centered completely around this association of theirs. We inquired into what their association done for them and how they worked it, and the working principles of it, and what means they had of contacting the company in times of grievances, and—well, in general, we just got a general outline of their association.

Well, it comes time for them to go to work, which they work on fast time, you see, and after they left the men and I were talking about the thing, and they kept putting pressure on why we couldn't form the same type of an association of our own.

Q. You mean the men you speak ..., being—

A. That worked for me.

Q. —Mr. Bast and Mr. Sowell?

A. Yes. And we kept talking about it, I don't mind telling you, as we rode out onto the job, and coming in in the evening, why, we still talked about that subject, because it was only natural, and after I got home that evening, the more I thought about it the more that I decided—

Maybe I had better give you a detail here that will lead up to that. Prior to this time I knew that something was going on.

Q. What do you mean that you knew that something was going on?

1927 A. I could tell by the expression on these men's faces, and the way they talked to me, and the way

they acted between the crew, that something had happened.

Well, I went about questioning them. Once in a while I would try to find out what was bothering them. Anybody that runs a crew of men, runs them from day to day, knows whenever a man has something on his mind that is not just right.

Q. Who was it that had anything on their minds, apparently?

A. Well, just prior to this time one evening Otis and Shields went out to Vern Sowell's house and called him to the door and asked him if he wouldn't come out to the car. Now, they wouldn't go into his house. They asked him if he wouldn't come to the car; that they had something to say to him. Mr. Shields done that, see, and Otis stayed in the car. Well, they got him out there and they started putting pressure on him about what he was going to do about joining this union, the International Brotherhood. Well, he was afraid to say anything to me. He kept it under his hat. I am not sure whether it was the same night, but about that same date they went to Bast's house and they done the same thing at his house; called him out at night.

Now, they wouldn't bring the question to me until I kind of got wind of it, because they weren't acting natural; they weren't talking between themselves, and—I don't know—they just kind of held back from me
1928 just like there was something on their mind, and I started questioning them and I just kept driving away, and pretty soon one of them slipped and under that slip, I took that and I led into something else. I kept on going. I tied them down to where they either had to lie to me or tell me the truth; they had two ways to go, and rather than lie to me, they told me yes, that they had been contacted and gave me the whole story.

Well, that brought it up to this day at noon at Niles, and we talked the thing over, and they wanted to know why we couldn't form the same thing.

Well, that evening, Friday evening, the more I thought about it, why, the more I decided that I would see if I

could contact some of the foremen, because I figure that your men look to the foreman as a leader. Now, if a foreman isn't a leader, he isn't a foreman, that's all, because the men, they more or less respect your foreman. Now, I decided—

Q. Now, let me ask you this. As a matter of custom, to your knowledge, do the men in the Association—not of the Association, but the employees I mean, under a foreman, do they bring their personal matters to him and things of that kind?

A. No, I would say not. The only way they come—some men are more friendly toward you than others, naturally.

Q. I see.

A. And I could tell you a lot of cases where they bring personal things to you, but not everything. 1929

So then on Saturday morning—I don't mind telling you I didn't sleep so well Friday night. It was on my mind. And I think everybody has that same case. And Saturday morning I sat around there, and the more I thought about it the more I decided, well, here, I am going to at least contact these other foremen and get their opinion on the thing. And I come down to find out where I could locate LaVelle, he was the man that I was looking for, and just as I got by the gate, he drove out, and he was like a race horse going to a fire. I run him clear to an alley down on the south part of Michigan Street, and when he stopped I was behind him, and that is the conversation that LaVelle and I had at that time.

I tried to bring him out to the idea to see what he thought of forming our own independent association, and he wouldn't give me—well, he didn't have time to talk. He had work to do, and he quits at noon, and it's his job to get it done up until quitting time.

Q. What did you do after you talked to Mr. LaVelle and he suggested that you meet at his house the following morning?

A. I went home then. I don't remember just what time I got home, but anyway Saturday night at about

dark I went over to Ernie Clark's house, and put the proposition to Ernest Clark, and he was all in favor of it.

Well, I am like everybody else. I visited a little
1930 longer than what I should with him, and it was quite late when I come home at night. I don't know just the hour, but it was quite dark, and I called Mr. Daniels on the telephone and, by the way, he was taking a bath for once, of course, and his wife told me that he was in the bath tub; that I would have to wait until he got done. I don't know how a man takes so long taking a bath. I waited at least 15 minutes. And I put the proposition to him and I told him we were having a meeting at LaVelle's house tomorrow morning to see what we can hash out of this thing; and that's how the meeting come at LaVelle's house.

Q. Did you hear the testimony which Mr. LaVelle gave respecting the conversation which took place in his house on Sunday morning?

A. Yes.

Q. I will ask you whether or not his testimony represents what was said at that meeting?

A. Yes, I would say so. It was centered completely on this Michiana—or we didn't know the name, but it was the idea of creating an association within the employees that were eligible in the Indiana & Michigan Electric Company.

Q. Were there any omissions, errors or inaccuracies that appeared in his testimony with respect thereto?

A. Pardon me. I didn't quite catch that.

Q. Is there any change—is there anything which
1931 took place at that meeting which you wish to add?

A. No, I don't believe so.

Q. In other words, that is what took place? Is that what I understand you to say?

A. Yes.

Q. (By Trial Examiner Dudley): Weren't there some other people present at that meeting?

A. Yes, sir.

Q. Do you know how they got there?

A. Every man that I called—you know, you got to

fight fire with fire. Every man that I called to or talked to, I told him to spread the word. And they got hold of others. I don't know how they all got there, but I talked to one man personally and I called another on the telephone, and these others grew out of them.

Q. Did you talk with Mr. Carlton about it?

A. No, sir.

Q. Did you talk with Mr. Miles about it?

A. No, sir.

Q. (By Mr. Thornburg): I will ask you whether or not prior to the 14th day of May any person identified with the management of this company suggested to you the formation of an association or independent union, whatever you may wish to call it?

A. They did not.

1932 Q. They did not?

A. No, sir.

Q. I will ask you whether or not any person after the 14th of May suggested to you the feasibility of this union?

A. No, sir, they did not.

Q. I will ask you whether or not any one identified with the management contributed anything in a financial way to this union?

A. Not to my knowledge, no.

Q. I will ask you whether or not they contributed anything to this $4.75 card bill?

A. No, they did not.

Q. In other words, did you pitch in?

A. The collection was taken at the house.

Q. Did anybody connected with the management ever suggest to you that you should not join any union other than a company union or an independent union?

A. They never suggested that we join or not join no union.

Mr. Thornburg: That is all.

CROSS EXAMINATION

Q. (By Mr. Reynolds): You thought it was important to do this organizing work for the Association in a big hurry, did you not?

A. Not necessarily, no. May I say something else?

Q. Yes, go ahead.

1933 A. O. K. You know, these men were all upset on account of these two particular men making calls nights. Now, that's only just two of the many, and they had the men all upset. Now, if a man has been running a crew of men—I have to more or less kind of look after the personnel of the crew that I run. That started putting the idea in my head, and we decided, and whenever you decide anything, there is only one way to do it; do it now or don't do it at all.

Q. You say these men were upset. In what way do you mean that they were upset? Weren't they doing their work right?

A. Yes, sir, but you can't take a man and work a set of hot line tools, and have him going to a football game in his mind. He must have his mind on his work.

Q. Oh, you mean he was thinking about the call that these I. B. E. W. men made upon him, is that it?

A. I couldn't say that, because I am no mind reader.

Q. Yes. Why were you so interested in questioning Mr. Bast and Mr. Sowell about the matter?

A. Because as a foreman of a crew, whenever things are on men's minds, that they're making mistakes and one thing another like that, you see, you know that there is something causing that. There is a way of going about their work, and you notice—a lot of things you would be noticing.

Q. So they did make mistakes?

A. No, I am not saying that.

1934 Q. I asked you if they did their work right. Is that true?

A. There is ways of doing your work right and still being slow and logy in your mind, and how to handle it.

Q. They were slow in their work, then?

A. No, not necessarily.

Q. Were they logy in their work?

A. You could tell by the way they went around their work and the way they talked to each other that they had something on their minds.

Q. So after you got started talking about the association, though, they didn't have anything on their mind, is that it?

A. Yes.

Q. You talked about it all day and still they didn't have anything in their minds, is that it?

A. Well, yes, but did you ever see a man that had something on his mind when he can confide in a friend that it don't relieve his mind?

Q. No, I can't say that I have.

Did Mr. Vandenburg ever talk to you about unions?

A. In what way, please?

Q. Well, did he ever tell you of any experiences he ever had being solicited for unions or anything?

A. He told me that they had been to his house.

Q. Do you know whether Mr. Vandenburg was ever questioned by anybody else besides you about unions?

A. I do not.

1935 Q. Did he ever tell you about any occasion on which he was questioned—

A. He did not.

Q. —by officials of the company?

A. He did not.

Q. Did you know that Mr. Bast was at one time a member of the International Brotherhood?

A. I found that out later, but not at that time, no.

Q. He didn't tell you then?

A. At that particular time when this all come up, he told it, he explained the whole thing.

Q. What did he explain? Was he apologizing for the fact that he belonged to the Brotherhoc

A. He just told us that he worked on a particular job and they wouldn't let him work unless he belonged to the I. B. E. W., and he joined to get the job.

Q. That wasn't with this company, was it?

A. That absolutely wasn't.

Mr. Reynolds: That is all.

Q. (By Trial Examiner Dudley) What did you ask Mr. Bast and Mr. Vandenburg when you were conducting this questioning of them?

A. When we was conducting that conversation the first thing I started on them about was I inquired
1936 if there wasn't something that they had on their minds that wasn't just exactly as it should be, because you could tell by the expression, the way they talked among themselves, and things like that; and they just finally—one of them—I am not sure which, but I believe it was Bast mentioned about being uptown to this particular meeting. And I knew, or I had heard in a roundabout way that they had had a meeting up here. By the way, it was an open meeting out here, I believe it was in the Falcon Hall on Western Avenue. And, of course, being inquisitive, I started putting questions to them of that character and finally—

Q. Can you tell me some more about what questions you put to them and what you said?

A. Well, I asked them if they was to that meeting. They denied knowing even of any meeting. Then I just kept drilling away on that same idea, that they had been to a meeting out at Falcon Hall, and I put up some stories to them that I had no idea there was any truth to at all. I just questioned them. I made believe I knew something that I didn't, because I wanted to get the story out of them, and they finally told me that they had been to that meeting. That is, Bast had told me he had been to the meeting. And that's what the whole thing turned out to be.

Q. I would like to know a little more about your technique in getting people to tell you things. What
1937 kind of stories or what was it that you did say?

A. Well, here. Whenever something or other is on a man's mind and you get some little idea that you have heard—now, I didn't know that the men had been to that meeting absolutely at all, but I started questioning them about who was the speaker of the meeting, and everything of that kind, till I pinned them down to where they had to admit they was to the meeting. That is Bast did.

Q. May I interrupt? You would ask them who was the speaker at the meeting; then would they tell you?

A. Well, they told me, but I couldn't give you the name, because I didn't know some of the men at all.

Q. I just want to know what happened.

A. They told me the men that had called the meeting.

Q. So you took it from that they must have been there?

A. Yes, I took—they told me they had been there. There was nothing to hide after I questioned them a little bit. They wasn't ashamed of the fact that they was there.

Q. Give me some more examples, if you can think of any, of the kind of question that you asked them?

A. Oh, I asked how many was to the meeting and asked them the names of different ones that was there. They didn't give me no names at all, because it was none of my business.

Q. Did you lead them to believe that you knew they had been there?

A. Yes, sir.

1938 Q. That was before you really did know, was it?

A. That is right. I didn't know anything about it, and I can drag the same thing out of anybody.

Q. What else did you act as though you knew? Just give as much as you can of these whole conversations.

A. Well, I don't remember the whole conversation because I hadn't thought much about it at all.

Q. Well, you told them they had been there and they had first denied it?

A. No, you see, I had been—

Q. You told them they had been there?

A. Yes, and they first denied it. Because the whole thing was they was afraid of each other. Apparently it was they was afraid that—well, the fact of the matter is, one of them was afraid the other one didn't know about it, and the other was afraid the other didn't know about it, and that is just the way it went. They was afraid they would expose the other.

Q. Had both of them been there?

A. No, Bast was the only one that had been there.

Q. Vandenburg didn't go?

A. Vandenburg didn't go.

Q. How about Sowell?

A. Sowell didn't go to the meeting.

1939 Q. Did you question him along with the other men?

A. Along with the other men, but he didn't have nothing to say, because he didn't know nothing about it. All he knew, he had been contacted on that particular night in front of his house.

Q. Did you tell the men how you knew they had been there?

A. No.

Q. You just told them you knew they were there?

A. I had told them—I have told them since then—

Q. Yes.

A. —that I just put up a story to get them to break out.

Q. I don't care what has been done since. I was just interested in what occurred on the matter at the time.

A. No.

Q. Did you tell them you knew who the speakers were at the meeting?

A. No, because I didn't know.

Q. Did you lead them to believe you knew what went on at the meeting?

A. I led them to believe I knew certain men had been there, because I knew that these men had been going around contacting employees during the evenings, see, but I didn't know that they was going to have a meeting, and I didn't know that they had contacted these two men in particular.

Q. Did they finally break down and tell you the

1940 whole story, or did it come out bit by bit?

A. It come out bit by bit. They just volunteered about what happened that night, about them being invited to the meeting, and give me the names of the men and the night of the meeting, and things of that character.

Q. Over how long a period of time did this discussion go on?

A. I would say over about—not over two or three days at the most.

Q. Well, what else did they tell you over that period of time?

A. Oh, I don't believe it was much discussed, because they just dropped it. When they found out I knew about it it was just dropped, and there was nothing said that I recall, until after we held the conversation with the telephone linemen at Niles, and that revived it again.

Q. When did they tell you that they had been called on by these I. B. E. W. men?

A. At the same time that I questioned them about the meeting. I didn't know that they had been contacted—that is, I didn't absolutely know they had been contacted until they had the meeting, and then when they had the meeting I got hold of it altogether through them.

Q. Did you lead them to believe that you knew they had been contacted?

1941 A. I led them to believe that I knew that they was going to the meeting only. I didn't know anything about this. The fact of the matter is it was—oh, I don't know—it was maybe two or three days later that I found out through them that these men had been to their house, but it was all about that time. Of course, naturally, anything like that, you know, it runs over; you talk about it one day and maybe something comes up and takes your mind off it and nothing is mentioned until the next day, and maybe a couple of days; maybe during the noon hour or something.

Q. Did you lead them to believe that you knew they had joined the I. B. E. W.?

A. No, I didn't accuse them of joining it at all.

Q. You didn't hint that you had any knowledge on that?

A. No, I didn't know that they had. I didn't even know they had been at the meeting until they told me, and then when they told me, why, of course, I got the rest of the details.

Q. When they told you what did they tell you, outside of having been to the meeting?

A. Bast told me that they presented—or asked them to join with the Brotherhood, and he signed an application card at that time, but he had paid no initiation fees whatever.

Q. What did he tell you about the visit to his house?

A. He just told me that two men drove up in front of his house and that Shields come to the house and

1942 asked to see Mr. Bast, and when he went to the door, why, Shields asked him if he could come out to the car; that they wanted to talk to him; and he did.

Q. Did he tell you what they said?

A. No, he didn't.

Q. Well, was he worried about this?

A. Not necessarily worried, but the whole thing is—you would have two or three men—I don't know what they had on their minds, or anything like that, but you could tell that they were thinking about something. I don't know. They just weren't natural in the way they would visit among themselves, and things like that. It just seemed like something was wrong. There was dissension between them. They didn't treat each other and me like—I don't know. It just seemed like they were tight.

Q. You don't mean drunk?

A. No, that is right.

Q. You mean they were inhibited?

A. Yes, they just wouldn't lead out on anything. Anything that you would mention to them, it just seemed like they would cut you right off short. They didn't want to enter into a conversation with you.

Q. Were the men arguing among themselves?

A. No.

Q. They just weren't talking?

1943 A. They just had that peculiar way, and you could see it the way they talked among themselves, and usually they are always friendly and joking among themselves, but I don't know, at that time they just seemed like they was afraid—I can't hardly explain it.

Q. When the men told you about the visits to their house and Bast's going to the I. B. E. W. meeting, did they say that any threats had been made against them?

A. No, sir, they did not.

Q. Any threats that they would lose their jobs or their houses would be blown up, or anything like that?

A. The only thing they did say and, of course, they told me that, and then it was hearsay through a lot of others, that these men have went to different people and they have left the impression with the men that they contacted that everybody else has signed up; they're the black sheep, trying to make it appear to them that they're the ones that is holding out and everybody else has signed up. That is the impression that they left with these two men, and that is the impression that evidently—I have heard since then from others that—that is the same thing. They just try to leave the impression that you are the only fellow; when you get in they have got them.

Q. Did the men—I am referring to Bast and Vandenburg—did they seem to be frightened or scared?

1944 A. No.

Q. Or were they just preoccupied?

A. Well, they didn't seem to be frightened or scared or anything like that.

Q. Were they nervous on their work? Did their hands tremble?

A. No, I wouldn't say that.

Q. You just thought they were thinking about something else?

A. Yes. You have seen people that just had something on their mind. This is my opinion, of course.

Q. They seemed to be in sort of a daze, you mean?

A. Well, here. If a man comes to your house after night, it seems to me he ought to be gentleman enough to come in and sit down and talk to you, instead of calling you out to the curb. It kind of looks as though he is afraid somebody might see him and find out what he is trying to do. That is the way it seems to me, of course.

Q. Was it late at night?

A. Maybe it does to them.

Q. Well, were the men scared about that?

A. Well, I don't think they was.

Q. Did they say they were?

A. No, sir.

Q. Was it late like one o'clock in the morning?

A. No, early part of the evening.

1945 Q. Regular visiting hours?

A. Yes: I can't say, of course, the exact time. They didn't give me the details.

Q. Was it about the same time in the evening that you had gone over to see Mr. Ernest Clark?

A. I couldn't say. I was to Mr. Clark's house before dark and I visited with him until it got quite dark. I would say around seven-thirty, eight o'clock, maybe a little later when I left Mr. Clark's house.

Q. I see. After the men told you did they seem to feel better about it?

A. Yes, they loosened up right away. Then we all had something in common. We had something to talk about. I knew what was on their mind and they knew how I felt about it, see.

Q. Did they say they had been afraid to tell you?

A. They didn't want to tell me. It appeared as though they would rather that I would find it out in some other way. They know that they couldn't keep it secret forever, but it seemed as though they would rather for me to find it out in some other way; not that they are afraid of me, or anything like that, but there is some things, you know, that is personal with a man.

Q. Can you remember what day of the week it was that you finally learned about this?

A. No, I couldn't say, but it was just within
1946 that week before we talked to the men at Niles.

Q. It was on Friday that you talked with the men at Niles, wasn't it?

A. Yes.

Q. Of the Bell Telephone Company?

A. Yes.

Q. Would it have been Wednesday, Tuesday?

A. Around about that time, yes. I couldn't say definitely because I don't remember.

Trial Examiner Dudley: That is all the questions I have.

Q. (By Mr. Reynolds): Did you think it was improper for members of the Brotherhood, the International Brotherhood of Electrical Workers, to go around in the evening and talk to men?

A. Well, not necessarily, but if you come to my house to talk to me at night, if you don't want to come in the house and sit down you won't talk to me.

Q. You thought that that indicated that these two men that were going around were a little worried?

A. No, not that at all. I don't think that they was worried, but I say—now, that is my personal opinion, see—that if a man comes to my house and I invited him in and he didn't want to come in and sit down and talk to me in my home, then I would say, well, now, here, maybe there is something not just right about this; maybe I had better find out before I go too far. Now, that, of
1967 course, is my opinion, and I have a right to it.

Q. Yes. Well, do you have any opinion about what these two men that came to solicit your crew members thought—felt?

A. No, I have no idea.

Q. Well, at least you don't think there is anything improper about them coming around in the evening and talking union?

A. No.

Q. Did Mr. Vandenburg ever tell you that he had once been on very close terms of friendship with Mr. John Marks?

A. He did not.

Q. You never heard that from him?

A. No, sir.

Trial Examiner Dudley: Don't we have two Marks in this hearing? One that works for the I. B. E. W.? Wasn't there something?

Mr. Reynolds: Marks, I think that is.

Trial Examiner Dudley: Which man are you talking about?

Mr. Reynolds: Mr. John Marks, assistant business agent of the union.

Trial Examiner Dudley: Is that the one you mean, Mr. Harter?

The Witness: Well, this man here? Well, he never mentioned nobody's name, so whichever way it is, it
1948 doesn't matter.

Q. (By Mr. Reynolds): Yes. If he ever knew Mr. Marks you never did find out about it?

A. No, sir.

Q. That is another subject that you can go into and question them about.

A. No, sir, it is none of my business, what he knows. I don't know.

Q. You thought it was your business to find out what they knew about the International Brotherhood, though, didn't you?

A. Well, here is the way it is. You know, they always have said that curiosity killed the cat, and I guess that's what all of us are stricken with, because whenever you see anything you want it first hand, you want to find out about it. That is only human nature.

Q. You put your curiosity to good effect, though?

A. Evidently.

Q. You originated the idea of forming an independent union after you found out about this, didn't you?

Mr. Seebirt: I am objecting to the argument.

Trial Examiner Dudley: I will sustain it.

Q. (By Mr. Reynolds): I believe you stated it was none of your business whose names were involved in the meeting at the Z. B. Falcon Hall?

A. That is right.

1949 Q. Was it any more of your business to find out what took place there?

A. Not necessarily.

Q. You just had personal reasons in wanting to know?

A. No, I wouldn't say personal reasons.

Q. What were your reasons?

A. Well, a man always likes to find out things. If you get curious about something you are going to question until you find out. That was the only thing. I had no personal gain whatsoever either way.

Q. But you felt you did have a personal interest in starting this Association, didn't you?

A. No. Well, as one of the employees I did.

Q. As foreman of your crew did you think you had an interest in starting this Association?

A. Nothing only that the men more or less look to their foreman as a leader, and somebody has to always start something, and if a man comes to me, one of my men comes to me and asks me to do something or other, if it is anything within reason I am going to inquire into it and see what can be done.

Q. Have you been active in the Association since it started?

A. I have not. In what way?

Q. In any way.

A. I am a member in good standing, but no

1950 office.

Q. Have you ever held any office?

A. No, sir.

Q. In any division council?

A. No, sir.

Q. Or in the general council?

A. No, sir.

Q. How are the dues collected in your crew?

A. The dues are paid in to—we have two collectors that I know of. There might be three, but Mr. Daniels and Mr. Ringen are the men who collect the dues.

Q. Mr. Daniels is a line foreman, is he not?

A. That is right.

Q. Do you ever collect dues?

A. No, sir.

Q. From your own crew?

A. No, sir.

Q. You have never taken any money from your men?

A. No, sir.

Q. Did you ever pay any money to anybody else besides those two people, Ringen and Daniels?

A. Not unless they are appointed by the Association, and, by the way, I have never paid either one of the two gentlemen any money, because I pay my dues every

four months, and at the time I paid my dues they were not acting in that capacity.

* * * * * * * * * *

Q. Weren't you at such a meeting?

1953 A. No, sir.

Q. All right.

A. But here is one thing I want to straighten out. I would like to mention one thing. I took the cards to Mr. Henderson's house personally, and he signed the card for me and turned it in. Mr. Henderson told me on the Sunday afternoon of the 16th—that is late Sunday—Mr. Henderson told me, he says, "I won't sign a card

1954 now because under this Wagner Act I don't know just whether I am eligible or not, but I will sign one if I am eligible." And he says, "Now, I will find out about this thing and give you the card tomorrow." And he did. On Monday he signed a card and gave it to me, I believe at noon, during lunch hour. He gave me his card.

* * * * * * * * * *

LEO RINGEN,

1955 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Thornburg): Will you state your name?

A. Leo Ringen.

Q. Where do you reside, Mr. Ringen?

A. 133 Pendle Street, Roseland.

Q. Is Roseland a community within the St. Joseph County?

A. Yes, it is about a mile from South Bend, north.

Q. I will ask you what your occupation is?

A. Lineman, Class A.

Q. With the Indiana & Michigan Electric?

A. Yes, sir.

Q. How long have you been identified with the Indiana & Michigan Electric?

A. I went to work March 7th, 1929, was laid off De-

cember 7th, 1932, and I got called back to work June 25th, 1934.

Q. I see, and you are still employed with them in that capacity?

A. Yes, sir.

Q. I will ask you whether or not you attended a meeting at the home of Mr. William La Velle on Sunday, May 16th, 1937?

A. I did.

1956 Q. Have you heard the testimony which Mr. La Velle and Mr. Russell Harter have given from the witness stand in this cause?

A. Yes, sir.

Q. Were you present at that conversation?

A. I was.

Q. And was their statement thereof what actually took place at that conference?

A. Yes, as far as it could be told in exact words.

Q. I beg your pardon, sir?

A. I said as far as they could remember the exact things, yes.

Q. Is there any omission in their testimony with respect to that conference?

A. Not that I remember.

Q. I will ask you who invited you to attend that meeting?

A. No one.

Q. How did you find out about the same?

A. I went down to C. E. Lane and he said that Russell Harter had saw Bill and they was going to have some kind of meeting at Bill's house about some, forming something, so I just butted in.

Q. Did you just go over then on your own motion?

A. I just went over on my own account.

Q. Do you know Bill pretty well?

A. I do.

* * * * * * * * * *

Cross Examination

1958 Q. (By Mr. Reynolds): How many men did you solicit for membership in the Association?

A. That would be a hard thing to say. I didn't write their names down at the time of who I gave cards to, so I couldn't tell you.

Q. Well, what particular crews did you solicit or where did you do your work of soliciting?

A. In the vicinity of South Bend, here and there, where I knew where some of them lived. Of course, where I didn't know them I couldn't go. A lot of places I went somebody was already there.

* * * * * * * * * *

CLARENCE E. DANIELS,

1964 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Thornburg): You may state your name.

A. Clarence E. Daniels.

Q. Where is your residence, Mr. Daniels?

A. In Gilmer Park, south of South Bend.

Q. What is your occupation, please?

A. I am a line foreman, crew foreman.

1965 Q. How long have you been employed by the Indiana & Michigan Electric Company?

A. Since the fall of 1923.

Q. I will ask you whether or not you attended a certain meeting on the morning of Sunday, May 16th, 1937, at the home of Mr. William La Velle?

A. Yes, sir.

Q. Have you heard the testimony of Mr. William La Velle and Mr. Russell Harter? And Mr. Leo Ringen?

A. Yes, sir.

Q. I will ask you whether or not the testimony which they gave on the stand concerning that conference is true or false?

A. True, to my knowledge.

Q. Were there any omissions therein that you wish to correct or add to?

A. No, I guess not.

Q. Did that constitute a full and complete statement of what took place at that conference?

A. Yes, sir.

Q. I will ask you whether or not the hat was passed, so to speak, for money at that meeting?

A. Yes, sir.

Q. Did you contribute?

A. Yes, sir.

Q. I will ask you whether or not any person
1966 identified with the management of the Indiana & Michigan Electric Company had instructed you to attend that meeting?

A. No, sir.

Q. Did anyone suggest it, that is to say, anybody identified with the management of the Indiana & Michigan Electric Company, suggest that you go to the meeting?

A. No, sir.

Q. To your knowledge did anyone identified with the management of the Indiana & Michigan Electric Company know of that meeting?

A. No, sir.

Q. Will you please state to the Examiner who asked you to attend that meeting?

A. Mr. Russell Harter.

Q. And will you please relate the circumstances under which?

A. It was late on Saturday evening.

Q. Were you 'phoned?

A. Well, he 'phoned me, yes.

Q. When did he 'phone you?

A. It was late on Saturday evening.

* * * * * * * * * * *

Q. (By Mr. Thornburg): Who all was there?
1967 A. Well, there was Russell Harter, Mr. Ringen. Mr. Betly,—well, there was some others there but I don't remember who all was there. There was some more fellows there.

Q. Well, do you recall anything about their position?

A. Well, they was—naturally Mr. La Velle was there and—oh, I don't remember who all was there.

Q. Was Glen Carlton there?
A. No, no, Mr. Carlton was not there.
Q. How about Mr. Livelsberger? Do you know Mr. Livelsberger?
A. Yes.
Q. Was he there?
A. No, he was not.
Q. (By Trial Examiner Dudley): Was Mr. Chambers there?
A. Mr. Chambers, no, sir.
Q. Ernest Clark was there, was he?
A. No, he was no there.
Q. Oh, warn't he? Are you sure about that?
A. There was a lot of fellows there that I don't just remember who all was there.
Q. Was Mr. Hildebrand there?
A. No, I don't believe he was.
Q. How about Mr. Maaten?
1968 A. No, I guess not.
Q. Mr. Riker there?
A. No.
Q. Mr. Miller?
A. No, I don't think he was.

* * * * * * * * * *

FRANK MILES,

a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Thornburg): Your name is Frank Miles?
A. That is right, sir.
Q. Where do you live, Mr. Miles?
A. 1405 McKinley, South Bend.
Q. Employed by the Indiana & Michigan Electric Company?
A. Yes, sir.
Q. Member of the Michiana?
A. Yes, sir.

Q. How long have you been an employee of the Indiana & Michigan?

1969 A. Fourteen years, November 17, 1924, I mean I was employed from 1924, I was fourteen this year, on November 17th, I was there fourteen years.

Q. What is your position with the company?

A. Distribution engineer of the South Bend District.

Q. I will ask you to relate to the Examiner—the Examiner would like some detail concerning your job?

A. My job consists in making the plans and sketches and drawings and bill of material and estimates in connection with the construction and reconstruction and maintenance work on distribution lines and street light circuits in the South Bend District.

Q. That is to say, do you determine—say you were to put in three-quarters of a mile of distribution line on some street, do you determine when you want to put up the three-quarters of a mile?

A. No, sir, I do not.

Q. How does that word or instruction come to you?

A. It comes from the rural service department, if it is a rural line, from the rural service department, but the request is okayed by the management before any request is sent to us.

Q. And then what you do is to make the actual layout and sketches of that which is to be done?

A. That is right.

1970 Q. Has an easement already been procured over that land that is to pass upon?

A. It is before it gets to me, yes, sir.

Q. So that the exact places over which it is to flow is known to you at that time?

A. Now, I will take that back, I will retract that. We make the layout of the route of the line and then a sketch of the same is turned over to the right of way department to secure the right of way for the route of the line proposed.

Q. Where do you work? Do you have an office?

A. In the general office, with a group of other men doing work, draughtsmen and engineers and so forth,

no private office, a plain office, I mean that is in the general office.

Q. Down at the plant?

A. That is right, the Colfax plant.

Q. That is not the uptown office?

A. No, not the general office in the sense of the uptown office, but not a private office, but the general office, and there is a group of men in there.

Q. Do you have any men under you?

A. Approximately four, three or four.

Q. What is the nature of their work?

A. In doing—in laying out some of these lines, doing some of the necessary work and checking in the field, making the field notes and so forth, preparatory to
1971 drawing up the sketches and the drawings.

Q. You said you made up cost estimates?

A. That is right.

Q. And in this work do you determine the amount of cost that is to be put into any particular pending project?

A. No, sir, I do not.

Q. That is to say, are you given a cost limitation?

A. No, sir, the cost of the project is usually okayed by the department head before we go ahead with it.

Q. That is to say, do you or do you not determine the amount of the cost of any particular project? I don't mean just merely make an estimate as a matter of figures, of course, you understand, I mean do you determine whether the company shall spend that much money or shall not spend that much?

A. No, I do not determine.

Q. I will ask you whether or not you are a Catholic by faith?

A. That is right, I am a Roman Catholic by faith.

Q. Do you belong to the Holy Name Society?

A. I do.

Q. What is the nature of that Society?

A. This is the nature, the Holy Name Society is the male members of a Roman Catholic parish banded together for the promotion of—against the abuse of the name of the Lord, obscene speech, and similar things, and

also they have a part in the social activities of the
1972 parish, amongst the men, and probably in the way of raising funds and so forth for different purposes.

Q. Was Father O'Rourke priest in St. Joseph's parish at that time? Back in the early part of 1937?

A. In the early part of 1937?

Q. In May of 1937?

A. He was.

Q. I will ask you whether or not Mr. William La Velle came to your home on Sunday morning May 16th, 1937?

A. Mr. La Velle did.

Q. About what hour did he come to your home?

A. I would say between eleven-thirty and twelve o'clock.

Q. What did he explain as his mission there?

A. Well, La Velle said that he wanted some printing done, he would like to get it done that day, if possible, wanted to know if I knew of anybody he could contact on a Sunday to do the printing. Through the work for the Holy Name Society I had had some printing done by this man on Cedar Street by the name of Woods. I said, "I don't know, Bill, we will go down and see whether he will be able to do it."

So we went down there, I got into Mr. La Velle's car and went down with him and asked Mr. Woods, introduced Mr. La Velle and he told him what we had in mind.

Q. I will ask you whether or not Mr. La Velle
1973 stated to you either at your home or on your trip down there what printing he wanted to have done?

A. On the way down in the car he mentioned that they had in mind forming an independent association, and this card was to be used for applications for membership to that Association.

Q. When you arrived at Mr. Woods', did you and Mr. Woods make up the layout of that card?

A. I would say all three of us together, Mr. La Velle at times entered a word here and there, between the three of us we prepared the card.

Q. I hand you herewith Respondent's Exhibit No. 4

and ask you if that is one of the cards that you mutually laid out or you helped in making the layout?

A. That is one of the cards.

Q. I will ask you what caption that card bears?

A. Michiana Electrical Workers Association.

Q. How many of those cards were ordered?

A. 1,000 was ordered at that time.

Q. Do you know who originated the language on this card, the specific language on this card with respect to collective bargaining? I notice here it says, "The undersigned hereby authorizes and requests the Michiana Electrical Workers Association through its officers to represent me for the purposes of collective bargaining in regard to wages, hours, working conditions, et cetera."

1974 And I was just wondering if you knew who originated the specific language, this specific part of the card?

A. I think it was the thought of all three of them, here and there. I don't remember who did the particular part of that part of that.

Q. I will ask you whether or not you joined the Michiana?

A. I did join the Michiana Association.

Q. Did you sign a card, do you recall whether you signed a card before the meeting of the 20th?

A. Either before or at the meeting. I am not positive on that point.

Q. You attended the meeting of the 20th?

A. Yes, sir, I did.

Q. You may state whether or not at that meeting there was any discussion pertaining to the name of the proposed Association?

A. Yes, there was a discussion that the name be, instead of the Michiana Electrical Workers Association that the word Utility be added in there, so that it would be the employees of the electric company and not probably comprehensive enough to take in the inside wire men and the contractors.

Q. (By Trial Examiner Dudley): Didn't you suggest the change?

A. No, I didn't. It came up all at that open
1975 meeting.

Q. (By Mr. Thornburg): Did you hear the testimony of Mr. William La Velle?

A. I did.

Q. Do you recall therein that Mr. La Velle testified something to this effect, that there was an argument concerning the status of Mr. Glen Carlton?

A. That is right.

Q. And do you recall whether or not such statements were made?

A. I don't remember the specific question which he might have asked, but I said as a plea that possibly Mr. Carlton was not a department head and under the Wagner Labor Law that I thought he was eligible to belong. I didn't say, but I just gave them the opinion as a plea that possibly that was the circumstances.

Q. On the occasion of the initial meeting of this organization, the Michiana, did you arrange for the meeting place?

A. I did.

Q. And where was it held?

A. St. Joseph School Auditorium, Colfax and Hill.

Q. Who did you see concerning that?

A. Father O'Rourke, who was the pastor of the parish at that time.

Q. Was there any rental charge made for that?

A. My conversation with Father O'Rourke was,
1976 he said that that was church property, they could not rent it out; however at such time as the Association was formed if they felt like making a donation, well and good.

Q. Was such a donation made?

A. Such a donation was made after the Association was formed.

Q. Did the Association use the Auditorium there afterwards?

A. There was another meeting there, yes, sir.

Q. Are the same set of facts true with respect to that?

A. That is right, yes, sir.
Mr. Thornburg: That is all.

CROSS EXAMINATION

Q. (By Mr. Reynolds): You heard nothing about the Association until that occasion that Mr. La Velle met you that Sunday morning?

A. Absolutely not, sir.

Q. Now, you are not certain which one of you was responsible for the terminology on the card?

A. No, I wouldn't say for sure. It was all three of us together.

Q. Have you read any labor agreements?

A. The Wagner Labor Law and things like that.

Q. You had read the Wagner Act?

A. Well, the digest in the newspaper and so forth and comments on different labor questions.

* * * * * * * * * *

1977 Q. Have you taken an active part in the Association?

A. Yes, sir, I have.

Q. You are the man who nominated Mr. Holmes, are you not?

A. Yes, sir, I did.

Q. Did you talk with Mr. Holmes before you nominated him for the presidency—for the chairmanship?

A. Mr. Holmes was not there at the time I nominated him.

Q. Just relate if you now can what happened at that meeting when you nominated Mr, Holmes, or just what action did you take at that time?

A. As I remember that, there were three names up, at least three names; I don't know whether there were more than that or not, and a vote had been taken. Mr. Holmes had a majority, an overwhelming majority. I got up and made the motion that Mr. Holmes be elected by the unanimous vote of the organization for temporary chairman during the reorganization period, and that Mr. Lambert would serve as temporary chairman that night due to Mr. Holmes' absence from the city.

Q. Had you previously nominated Mr. Holmes though, before he was voted on?

A. I don't know that, as to whether I had or not. Possibly so.

Q. Well, did you know whether he would be
1978 receptive to the idea of serving as chairman?

A. No, I didn't know as to that. I knew that he was a capable man. I didn't know whether he would like to serve or not. He has done quite a little bit of work on this thing and I knew he was a capable man.

Q. Had you had any conversation with anybody about Mr. Holmes' candidacy before that evening? Had it been discussed among any group of men that you were on?

A. I think that one night, or that afternoon of the meeting Mr. Henderson said that one of the men who had been talking about it at the meeting at his house said Mr. Holmes—well, he had been suggested as a man who would be capable of doing the work.

Q. Did you receive any of these cards the day they were printed for distribution?

A. No, sir.

Q. You didn't distribute any to anyone else?

A. No, sir.

Q. Did you sign your card the same day they were printed?

A. No, sir, because I didn't see the cards the same day they were printed. Mr. La Velle testified he got them at four-thirty in the afternoon. I didn't even get over to that house at that time.

Q. You signed one Monday, the day following,
1979 didn't you?

A. Possibly so.

Q. The 17th. Did you ever receive any instructions regarding labor relations from any of your superiors?

A. No, sir.

Mr. Reynolds: That is all.

Q. (By Trial Examiner Dudley): Did you ever collect any dues for the Association?

A. No, sir.

Q. Did you ever ask anybody at all to sign?
A. Possibly two.
Q. Who were they?
A. I couldn't say; there wasn't more than two, possibly somebody, now, I don't just remember, I wouldn't say just who they were, but I had no part in the distribution of the cards or the signing of the cards to any great extent.
Q. Do you know about when it was that you asked these two men to sign?
A. No, I am not positive of the day of the week, before May 20th, however.

* * * * * * * * * *

JACK BETLY,

1982 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Thornburg): Will you state your name?
A. Jack Betly.
Q Where do you live?
A. 524 Lincoln Way East.
Q. In South Bend?
A. Yes.
Q. Work for the Indiana & Michigan?
A. I do.
Q. What is your position?
A. Lineman.
Q. Foreman?
A. No.
Q. Are you a member of the Michiana?
A. I am.
Q. Incidentally, what kind of line work do you do?
A. High tension work.

* * * * * * * * * *

Q. Did you ask them what they could do for
1986 you?
A. I asked Mr. Marks. I says, "If you figure

on taking hold here, can't you give us a definite answer on what you are going to do?"

He says, "I can't give you none right now." I think that was his words, he says, "Right now there is so much talk going on back and forth that you know just as well as I do."

He says, "I can't do nothing until we get together here and see what it is."

Well, I went up there twice, I guess it was the next meeting or the third meeting when they had Otis there in the meeting and I sat down there for a while and Otis came up to me and he says, "You are the guy that is trying to block us all the way around, ain't you?"

I says, "No, I am not blocking anybody, just trying to help you."

And he took a slough at me.

Q. Did he call you a rat?

A. How?

Q. Did he call you a rat?

1967 A. Yes, he said I was a rat and took a slough at me, so I came down behind him and we had an argument there and I got bumped with my head two or three bumps against the wall and some of the rest of the boys came over and stopped the argument and I went on home.

* * * * * * * * * *

1968 A. Well, I went home that night after the meeting and I talked it over with my wife and I decided to draw up a paper and go out amongst the boys and tell them we had three alternatives, either the C. I. O., the American Federation of Labor or our own organization.

So I took this paper, I dictated and my daughter wrote it out, and I went to see some of the boys.

Q. Now, about when was this, as a matter of time?

A. I should judge it would be between—

Q. Well now, let me put it this way. Was it before this meeting on Sunday May 16th?

A. Yes.

Q. Was it, would you say a week before or when was it, during that week or when?

A. Oh, more than that. It was two weeks or better.

Q. Before that?

A. Yes.

Q. Did you have some copies made of this?

A. Yes, I had some copies made.

Q. Who made them, your daughter?

A. My daughter made them.

Q. You had them made. I show you herewith Board's Exhibit No. 4 and ask you whether or not that is the paper which you made reference to that your daughter or wife helped you prepare?

1989 A. That is the paper.

Q. It is?

A. Yes, sir.

Q. And did you have in your mind the specific Association, Michiana, at this time?

A. No, I didn't.

Q. Had you ever talked with Mr. William La Velle about it at that time?

A. No, I hadn't. I hadn't talked to nobody.

Q. What was your idea in distributing this paper?

A. Well, just to see how the boys felt toward a different organization. I went and told them, I talked to the boys and I told them we had three alternatives, the C. I. O., the American Federation of Labor or an organization of our own.

Q. Did you express any preference?

A. I didn't express any preference at all, and I —

Q. You attended this meeting at La Velle's?

A. Yes, sir.

Q. You heard Mr. La Velle testify concerning the same?

A. Yes, sir.

Q. How did you get there, incidentally?

A. To La Velle's?

Q. Yes.

A. I went over with the car.

1990 Q. I mean to say, who told you about it?

A. Well, I was back to dinner, I had been out on the outskirts the day previous to that and a bunch of fellows were out getting the members to sign up, and I had just heard these fellows say something about a meeting they were going to have and I went into Bill at noon, right at the noon hour at the plant there and I started to talk to him, and he told me about the meeting over there and I went over there.

Q. Did you tell Bill you had overheard some men talking?

A. I did.

Q. Before that time, did you ever see La Velle or any of the men that were with him engaged in any such activities?

A. No, they did not, never did nothing of the kind.

• • • • • • • • • • •

CROSS EXAMINATION

• • • • • • • • • • •

Q. How much time did you spend in going about
1993 the country and talking to the men?

A. How long did I spend?

Q. Yes.

A. I would hate to say how long I spent. I guess I laid off two days, I think.

Q. Two days. And did you go to all the different plants in the company?

1994 A. I talked to the north end first.

Q. Did you drive your own car?.

A. I drove my own car and bought my own gasoline.

Q. Did you ever get reimbursed for the expenses?

A. No, I have not.

Q. You have not.

Did you talk to the men while they were working on their various jobs?

A. Well, when I went out north I—it was raining that day and I was going up 31 and I seen a tree trimming gang on the side of 31, they was all in a truck there so I stopped them and talked to them.

Q. Did you sign them up on your paper?

A. I signed them up on my paper.

Q. Did the foreman help you do it?

A. No, I won't say—he didn't.

Q. Did the foreman help you get any of the fellows to sign?

A. He did not.

Q. Briefly, just what did you do with the paper?

A. I turned it over to them to look at and asked them if it was all right and if it was I asked them to sign it. I told them to sign it front or back, whichever way they wanted to do, and that was all there was to it. That was the idea of it.

Q. I notice the top of that paper that you dic-
1995 tated to your daughter has the letters S. A. F. E.

A. Safe, yes.

Q. What was your object in giving the paper that title?

A. Well, they have to be on the safe side, that was all, know which way to go.

Q. On the safe side of what?

A. Well, whichever is the way to go, we would be banded together, so we would know which way we wanted to go.

Q. I see. You worked this out by yourself?

A. Yes, sir.

Q. And what kind of equipment did your daughter have to do this work on?

A. She wrote that by hand and a friend of hers typographed it or whatever you want to call it. It was handwriting.

Q. She made a stencil, did she and then you ran off a lot of them. Did you pass these around to anybody else?

A. I passed them around to some of the boys, yes.

Q. Did you give some to Mr. Carlton?

A. No.

Q. Did you know that he obtained some of them?

A. No, I didn't. Mr. Carlton didn't know nothing about this.

Q. Did you ever belong to a labor union?

A. Why, sure.

* * * * * * * * * *

ROSS N. LILLARD,

2013 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Will you state your full name?

A. Ross N. Lillard.

Q. Where is your permanent residence?

A. 415 East Victoria Street, South Bend.

Q. Are you employed by the Indiana & Michigan Electric Company?

A. I am.

Q. And how long have you been so employed?

A. Since June, 1933, directly from the I. & M.

Q. Prior to that time you may state what employment you had.

A. I worked for the Nelson-Kimerling, which was later the Nelson Corporation, of Hampton, Ohio.

Q. What was its business?

A. Contract tree trimming.

Q. And did Nelson-Kimerling have contracts with the Indiana & Michigan Electric Company prior to the time that you have just given—

A. They did.

Q. —for tree trimming?

2014 A. They did.

Q. And in connection with those contracts did you come on to the property of the I. & M. as a foreman or otherwise?

A. I did.

Q. Yes. So you were familiar with the property of the company?

A. Yes, sir.

Q. Now, at the termination of those contracts did the I. & M. organize its own tree trimming department?

A. That is right.

Q. Yes. And were you employed for that purpose?

A. Yes, sir.

Q. And what did you do towards the organization of such a service?

A. I saw Mr. Dequine and talked the proposition over with him.

Q. I am not going into that conversation.

Did you organize a crew?

A. We did.

Q. And then did you work with that crew for a certain length of time?

A. Yes, sir.

Q. And at the end of that time you may state whether or not there were other men that were taken on or other crews organized?

A. Oh, yes.

2015 Q. How long did you work with one crew?

A. About four years.

Q. And then at that time, what, if any, other crew did you create?

A. We split up the one crew and made two crews.

Q. Did some of these men that you organized into these crews come from the tree trimming corporation that you have spoken of?

A. Yes, sir.

Q. Mr. Lillard, did you hear a witness by the name of Ernst testify in this proceeding?

A. Yes, sir.

Q. Did you say to him or to Mr. Durfey at any time that if they didn't pay up their dues to Michiana that the company would contract its tree trimming business?

A. No.

Q. Was there some discussion with them or one of them with reference to contracting tree trimming business?

A. There was at one time.

Q. Yes. And what was that general conversation?

A. These fellows insisted on getting an hour that had been taken off, and they wanted to be compensated for that, and they wanted their traveling expenses.

Q. Yes.

A. Which would make the rate prohibitive.

2016 In other words, they could contract their work much cheaper than they could possibly pay traveling expenses at the scale that we're paying them per hour now.

Q. And what did you say, then, about letting the work by contract?

A. I told them that if they insisted on this and mad such demands that the company would have to lay o this crew and contract the work.

Q. When you were telling them this did you have a knowledge of what tree trimming concerns such as Davey and the other concern which you have named were charging for such work?

A. Oh, yes.

Q. Yes. Beginning in 1933 what is the fact as to the hours that men engaged in that service worked?

A. Eight hours.

Q. Eight hours. And do you know and can you tell us why they were put up to nine hours?

A. Yes. At that time we had a small crew, I think six men, and we were working in Elkhart, and I saw Mr. Rohl and he asked when we were coming to Benton Harbor; that he had some tree trimming up there that was very much in need of being trimmed before winter came on, 13,000 volt lines.

So I went in to see Mr. Dequine about putting on more men, and he said at that time he couldn't put on any more men and, of course, wanted to know the reason.

2017 I explained that we were in a hurry to get out of Elkhart and get up to Hartford, Michigan, and he suggested that we start working nine hours a day for a while until we could get caught up. He didn't specify any time. He just said "Start working nine hours a day."

Q. And do you know about what time that was?

A. Yes, we began working nine hours in August, 1936, and worked until November, 1937.

Q. Yes. Then in November, 1937, do you know what happened with reference to the company's policy?

A. Yes. They were all working—all the crews except us were working eight hours a day, and at that time there was some rumors and a little dissension among the men because we were working nine hours, and they wondered why we were getting that and they were only working eight.

Q. Yes.

A. And at that time they cut us back to eight hours a day.

Q. Well, so far as you know, was there any connection between the cutting back to eight hours a day and a wage increase?

A. Five cents an hour.

Q. Yes. But was one dependent upon the other? In other words, if there hadn't been any increase would there have been a reduction in hours?

A. Been eight hours a day, yes.

2018 Q. Yes. Are you on a salary or on an hourly wage rate?

A. Hourly wage.

Q. Did you, in 1937, have charge of these two crews?

A. The same that I have now.

Q. You did in '37?

A. That is right.

Q. Yes. Will you please tell the Examiner the rules which have been laid down for the discipline and operation of these crews?

A. I don't believe I get just what you mean.

Q. Well, I am referring to—strike the question out, please.

Do these crews go around from one part of the property to another?

A. Yes, sir.

Q. And do they stay in one place very long?

A. A couple to three months, four—sometimes a year. We have stayed a year.

Q. You may state whether or not they move their families. I mean, when moving them do they move household furniture and equip a home at those different places?

A. No, never.

Q. If they do take their wives, what do they do?

A. The most they have is their clothes and probably some have bed linens or towels. That is the extent

2019 of their furniture.

Q. Yes. Then when you get into a place—we will take Hartford, for instance—do you have to lay down rules as to where the men shall meet together to go to their place of work in the morning?

A. That is right.

Q. Do you have any rules as to what they shall do in the matter of reporting in the evening?

A. They are instructed—

Q. Do you or do you not?

A. We do.

Q. Yes. Now, tell us what those rules are that are laid down and understood by the company?

A. It is definitely understood that the point we leave in the morning, they're to return to that point in the evening.

Q. Yes.

A. In case I should want to see them for something.

Q. Now, in the summer of 1937 what was the fact as to whether the members of these crews were observing those rules and regulations?

A. At one time they weren't.

Q. In what respects did they fail to?

A. They were getting off of the trucks before they came into the garage in the evening.

Q. Yes. And failed to report at the place which

2020 they should report at?

A. That is right.

Q. Do you remember when you were at Three Oaks, Michigan, with your two crews, that there was some controversy or trouble up there?

A. Yes, sir.

Q. Now, what was the first that you learned of it?

A. One morning—you are speaking of the time that I brought those fellows in? Is that what you mean?

Q. That is right. I am talking about the time—how it started. What was your first knowledge of that incident?

A. We have two trucks and one left from in front of the post office in the morning, and the other left from down the street a couple of blocks at a restaurant.

Q. Yes.

A. That was their starting place.

Q. Yes. I am not asking you about that. I am asking you what was the first information you had. Were you at New Buffalo?

A. No, I was at Three Oaks.

Q. I understand. Did you get a telephone call when you were in New Buffalo?

A. I got a telephone call from New Buffalo.

Q. Oh, I see.

A. When I was in Three Oaks.

2021 Q. I beg your pardon, yes. And what did this telephone message convey to you?

A. The fellow in charge of the crew sent for me to come down, he wanted to see me right away, that he had trouble on the way down with one of the employees.

Q. Yes. Who was that fellow?

A. Peach called me and spoke to me about Durfey.

Q. Did he tell you over the telephone what the controversy was, or did that develop later?

A. That developed later.

Q. Did you go to where the crew was to see Mr. Peach?

A. Immediately.

Q. What did Mr. Peach tell you?

A. He said that he had left that morning at eight o'clock, as usual, and one of the fellows had failed to report for work, Garner, a fellow by the name of Garner, and that immediately on starting Durfey began to abuse him, cursing and just raising hell in general, and wanted to know why he didn't stop and pick Garner up.

And I told Peach that it wasn't necessary that he stop and pick anyone up; that wasn't one of our company policies; we hadn't been in the habit of doing so.

And then I talked to Mr. Durfey about it.

Q. Well, just a minute. In that conversation between you and Peach did Peach tell you anything about

2022 specific names that Durfey had called him?

A. Oh, yes. He said Durfey had called him a horse's ass, and that it was a hell of a God damn company that would hire a fellow to operate a crew like him, a slave driver; and words to that effect.

Q. Then did you go to see Mr. Durfey?

A. I did.

Q. And what was the conversation with Mr. Durfey?

A. I called him out of a tree, and told him that Peach was running the job and that it was none of his business when one of the fellows was left; that we had a particular time at which to start and that if the fellow wasn't there that Peach had instructions not to wait on him, nor to go around by the house and pick him up.

Q. Yes.

A. And told him that from now on I wanted him to refrain from such talk and trying to operate the job himself.

Q. Yes. Now, did you request him to go anywhere with you?

A. Durfey?

Q. Yes.

A. Not at that time.

Q. Well, what developed later then?

A. I came in later and spoke to Mr. Livelsberger, and he suggested that I see Mr. Dequine. I spoke to him about the incident and he said it wasn't the first
2023 time that Peach had complained about Durfey trying to take matters into his own hands.

Q. Yes.

Now, did you see Mr. Dequine?

A. I did.

Q. Was there an appointment made by Mr. Dequine to see one or both of these men?

A. He said to bring them in.

Q. Bring them in. And did you?

A. I brought in Peach.

Q. Did Mr. Dequine talk to Mr. Peach?

A. No. He sat out—

Q. What did he say about it?

A. He wanted to know why I hadn't brought Durfey

in, and I told him that I had probably misunderstood him; I thought he wanted me to bring Peach in.

Q. Yes. And would he talk with Peach—

A. No.

Q. —without Durfey?

A. I don't think that he did.

Q. What did you do then?

A. I went back and got Durfey and Garner and Peach, and we all four came in.

Q. What was the conversation then when you went in to see Mr. Dequine?

2024 A. He wanted to know what was the trouble that the fellows couldn't get along down there, and so Mr. Peach told him what had happened, and Durfey didn't deny he said something. I don't know just what Durfey did tell Mr. Dequine at the time.

Q. Well, just a moment, please.

When Mr. Dequine held this hearing were the facts placed before him and he told what was said or not?

A. I believe that he was. In fact, I know that he was.

Q. Well, you have already testified what it is claimed was said. Did you tell Mr. Dequine the same things or not?

A. That is right.

Q. Yes. Then what did Mr. Dequine say to the group?

A. He told them that there was no reason why they couldn't get along and explained that they were moving around considerably and if he were them he believed that he would be more sociable and get along better, because they weren't in a position to make a lot of friends moving so much, and the better they could get along the better it would be for all of them.

Q. Yes. What, in particular, did he say to Mr. Peach, if you recall anything?

A. He told Mr. Peach that he thought he acted a little hastily in probably leaving at the time and that a couple of seconds probably wouldn't make a great deal

2025 of difference.

Q. And what about Mr. Garner on that day? Do you recall whether or not he lost any time on that day?

A. No, he did not.

Q. Who picked him up, if anyone.

A. When Kidder came from down the street two or three blocks away, Garner was just coming out of his house, and he lived on the street that Kidder had come down with his truck, so Garner got on Kidder's truck and went out to Kidder's job, and about nine o'clock I went over to Kidder's job and picked Garner up and took him back over to Peach's job.

Q. Yes.

A. He lost no time during that day.

Q. Will you please state whether or not the membership in any union or any association induced the action which you took in this matter?

A. Absolutely not.

Q. Yes. Mr. Lillard, did you attend the meeting of employees on May 20th, 1937?

A. I did.

* * * * * * * * *

CROSS EXAMINATION

2027 Q. (By Mr. Reynolds): A solicitor gets 35 cents an hour less than a foreman, doesn't he?

A. No.

Q. What is it, 40 cents?

A. I don't think there is any difference.

Q. You mean to say a solicitor gets $1.15 an hour?

A. No, I am speaking of tree trimming foremen and solicitors.

Q. All right, tree trimming foremen and solicitors. Is there any difference in the compensation?

A. None at all.

Q. Do you get the same that Mr. Peach does?

A. No.

Q. Well, will you explain that, please? Mr. Peach is a solicitor, isn't he?

A. Yes.

Q. And you are a foreman, aren't you?

A. I am rated as a foreman.

2028 Q. All right. Now, you say there is no difference?

A. There is one difference. These foremen on the tree trimming are Class A tree trimmers, operating the job and soliciting the work.

Q. All right. Then what are you?

A. As I said before, I am rated as a foreman.

Q. What is Mr. Peach's rate of pay?

A. 75 cents an hour.

Q. And yours is $1.15?

A. That is right.

Q. That makes 40 cents difference—

A. That is right.

Q. —in hourly rate of pay.

Then there is a difference between Mr. Peach and you, so far as the job is concerned?

A. As far as the job is concerned. As far as the wages are concerned.

Q. He doesn't have as much authority on the job as you do, does he?

A. I don't know whether he does or doesn't.

Q. You give him orders when you want things done, don't you?

A. That is right.

Q. Yes. He doesn't give you orders, does he?

A. No.

* * * * * * * * * *

Q. Who solicited you to join the Association?

2032 A. My first knowledge was from Jack Betly.

Q. He came out on the job, did he, and met you there?

A. No, not on the job.

Q. Where did he see you?

A. In Benton Harbor, during noon.

Q. Did you sign his paper?

A. No.

Q. Well, who later asked you to sign a card?

A. No one asked me to sign a card.

Q. How did you get one?

A. I got one at the general meeting that night. I asked for one.

Q. That is when you signed them, the night of the first meeting?

A. That is right.

. . . . . .

Q. Did you ever talk to any of your men about
2033 being in arrears in dues in the Michiana?

A. I probably have on occasions.

Q. Do you recall any specific occasion when you talked to your men about being behind in their dues?

A. Yes. One time I remember.

Q. When was that and who did you talk with?

A. We talked with five or six of the fellows. Mr. Holmes and I.

Q. Do you recall what you told them?

A. We asked them why they were delinquent in their dues, and what their trouble was, and if they had any grievances or anything of that nature.

Q. Did they have?

A. They seemed to think that they should get compensated for the hour that had been taken from them, was about all, and mention of traveling expenses.

Q. You mean the hour that had been added to
2034 them without compensation?

A. They got paid for that hour.

Q. That nine hours, they got paid for that?

A. They got paid for nine.

Q. And then an hour was taken away, when?

A. In November.

Q. That was about the same time that the five cent raise went into effect, is that right?

A. That is right.

Q. Since February, 1938, has there been any more expression of dissatisfaction by the men in their working conditions?

A. No, not to me, there hasn't.

Q. Didn't you and Mr. Holmes at that time when you spoke to some of the men mention the possibility that the

company would contract out its work—its tree trimming work?

A. Not at that time.

Q. At a later time was that brought up?

A. At a later time.

Q. Now, did you bring that up later on or did Mr. Holmes?

A. I did.

Q. And one of your purposes in doing so was to induce the men to pay up their dues, was it not?

A. No, no.

Q. Did Mr. Holmes ever talk with them more than the one time?

A. Not to my knowledge.

2035 Q. Do the men now receive any expenses when they are away from their home base?

A. Our home base is considered the base in which we are working.

Q. Is there some contract provision that covers that, or is that just understood?

A. That was the understanding when we went to work, and it was definitely explained to each employee when he was hired—the working conditions.

Q. Well, did you consider that the contract of the Michiana Association with the company changed that in any respect?

A. No.

Q. Never gave any thought to the contract provision that covers payment of expenses to men when they are away from home?

A. When they are away from their working base. If we're working in South Bend and we're taken away for three or four days or a week, something of that matter, the company would be perfectly willing to pay our expenses while we were away for that period.

Q. Do they do that, though?

A. We have never had the occasion to do that.

Q. How do you know the company would be willing to, then?

A. I have that much confidence in the company.

Q. Who is your immediate superior?

2036 A. Mr. Livelsberger, in South Bend.

Q. Isn't it true that you head up a particular department that is different from Mr. Livelsberger's general work?

A. No, I wouldn't say that it was. It comes under his jurisdiction, because his linemen trim trees.

Q. I show you Respondent's Exhibit No. 17, in which your department is set up separately from that of Mr. Carlton and distribution and underground foreman.

A. Yes.

Q. Do you understand that to mean that all four of these departments come under Mr. Livelsberger?

A. Yes.

Mr. Reynolds: I believe that is all.

Trial Examiner Dudley: I have no questions.

Mr. Seebirt: That is all, Mr. Lillard.

Trial Examiner Dudley: Thank you very much.

(Witness excused.)

Mr. Seebirt: Mr. Peach.

KENNETH A. PEACH,

a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

* * * * * * * * * * *

2037 Q. Where do you live?

A. At the present time, in Benton Harbor.

Q. Yes. Are you an employee of the Indiana & Michigan Electric Company?

A. I am.

Q. How long have you been an employee?

A. Since April 2, 1934.

Q. You have been present at this hearing while Mr. Lillard was testifying?

A. I was.

Q. You were?

A. I were.

Q. You heard his testimony, did you?

A. I did.

Q. Do you recall the incident, Mr. Peach, that happened at Three Oaks or New Buffalo, Michigan, sometime ago?

A. I do.

Q. With relation to time, can you fix the time for us, approximately?

A. The time of the disturbance?

Q. Yes.

A. Of the starting of the disturbance?

Q. No. I am trying to find out whether it was January, February, August or September, or when it was, when the incident was.

A. I couldn't say definitely.

2038 Q. Yes. Well, was it in the year 1937?

A. It was.

Q. In what part of the year?

A. In the winter. It was around the last of—

Q. When you say winter, it might be January and it might be December.

A. It was the last part of the year.

Q. I see. You may state whether or not as you recall the circumstances the evidence here of Mr. Lillard is correct or incorrect?

A. It's correct.

Q. Is there anything that you care to add to it or subtract from it?

A. Not at all.

Q. I think I will ask you specifically what the conduct of Mr. Durfey was on this day when the employee Garner was left without being picked up.

A. Well, it was rather bad, I would say.

Q. Yes. Now, you try to put the Examiner right on the ground there, listening to everything. He wasn't there, you understand. You try to give him a picture of it. What happened? What took place?

A. Well, as nearly as I can recall the incident, I took out at eight o'clock at my starting point,—

Q. Yes.

2039 A. —which was the post office in Three Oaks. I

told my truck driver to either "take off" or "let's go", I don't recall the words I used. I used different words at times.

He started the motor up, or rather he had the motor running, I don't know which, and he backed out of the parking place and started out.

Durfey asked me if I wasn't going to wait for Garner. I said "No," and he said, "Well, you can stop and pick him up."

And the words I can't repeat, for I don't remember them all, and one word brought on another, and I asked him who was running the crew, him or I.

He said he guessed I was; I was a horse's ass, though, to be running the crew, and also a slave driver, and there were several words spoken between Three Oaks and New Buffalo which I don't recall.

Q. Was that conversation a running one between those points?

A. Was it what?

Q. Was it just spasmodic, one or two words said, or was the conversation a running one?

A. Well, not continuous, no. At different times someone would pop off.

Q. Well, what is the truth; did the atmosphere around there get rather charged with anger? Was every-
20-20 body angry there?

A. Well, I won't say that everyone was, no.

Q. Well, who was?

A. Well, I may have been. Durfey was then.

Q. Yes. Did you leave before the working time started?

A. I did not.

Q. Well, I will just ask you about one other incident there, and that is, when you got in to see Mr. Dequine what did Mr. Dequine say to you?

A. He asked me what the trouble was, and I told him, explained to him to the best of my knowledge what had all taken place.

Q. I am asking you what he said to you. You have told us what you said to him.

A. Well, he said I probably acted a little hasty at the

time; but I didn't think I had, for the simple reason that in my employment on this job I have been left for the same reason off of the job. I was late one morning. I wasn't the only one. There were three of us left one morning in Coloma, because we weren't on the job at eight o'clock, and they did not make a practice of coming around and picking us up or waiting for us, and I didn't think at the time that I was doing unjust.

Q. I see.

A. But Mr. Dequine—

Q. You recognize, however, you might have been
2041 wrong about it?

A. Been wrong about what?

Q. Well, about this decision.

A. I may have been.

Q. Yes, that is right. It depends upon the viewpoint, doesn't it.

A. That is right.

Q. That is right. I do want to ask you this question, Mr. Peach; whether or not this incident and your conduct arising out of it was induced in any way by any connection of anybody with a labor organization?

A. It was not. Regardless of who it would have been, it would have been the same with me, I would have pulled out when the time came.

* * * * * * * * * *

CROSS EXAMINATION

* * * * * * * * * *

Q. Who asked you to join?

2044 A. Mr. Betly, rather asked if I was in favor of joining together with the older men of this outfit if that would be considered, the organization or the Association.

Q. Where did Mr. Betly see you?

A. On U. S. 31, between Berrien Springs and Benton Harbor.

Q. You were working out there, weren't you, at the time?

A. We were not working. We were on the job. We were playing cards at the time.

2045 Q. Did he explain how he happened to be there?

A. He said, as near as I can recall, that he was on his way to Benton Harbor to see the boys, the rest of the boys up there, and he'd just stop a minute with us and see how we felt on the subject.

GLEN CARLTON,

a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): What is your full name?

A. Glen Carlton.

2046 Q. Where do you live, Mr. Carlton?

A. R. F. D. No. 2, South Bend, Indiana.

Q. What side of South Bend is that?

A. West side.

Q. West side?

A. Western Avenue.

Q. Are you an employee of the Indiana & Michigan Electric Company?

A. Yes, sir.

Q. How long have you been such?

A. Well, I have been here since '22, November 1st.

Q. That is sixteen years?

A. Yes, sir.

Q. And how did you start with this company?

A. I started as a lineman.

Q. And how long were you a lineman?

A. Oh, I couldn't exactly say how long I was a lineman. Probably—oh, I should say eight, nine years.

Q. Then you were promoted to the position of a foreman?

A. No. I had a light crew tending to private telephones.

Q. Tending to private telephones?

A. Tending to private telephones, yes, sir.

Q. I don't understand that. Did the I. & M. have anything to do with telephones?

A. Oh, yes, we used to have a telephone system
2047 of our own, from one sub-station to another.

Q. I see. So you had a light crew to take care of that and maintain it, is that it?

A. Yes, I and another man.

Q. When did you become a line foreman, however, handling the work of building and maintaining electric lines?

A. Oh, I expect probably about seven years ago, something like that.

Q. Well, will you tell the Examiner now, just about what your position is and duties are as you know them?

A. At this time?

Q. Yes, now.

A. Well, I am sort of a supervisor under Mr. Livelsberger. He has the whole say-so, and there is no time at all that I have any privilege to give any orders or anything, unless it is his own idea of it; and I also practically have charge of the maintenance of the transmission department, under his jurisdiction, and a few little items probably comes up that I don't want to mention to him that I go ahead and have done myself.

Q. Has your position changed any since the last half of the year 1937?

A. Yes, it has, some. I have a little more to say in just odd-and-end jobs which maybe he wouldn't have time to take up, or something.

2048 Q. Yes. Now, I am showing you Respondent's Exhibit No. 17, and I am directing your attention to that part of it which is under the direction of general line foreman, Livelsberger. You have that in mind, do you?

A. Yes.

Q. You see it here, do you?

A. Yes, I see it there.

Q. Now, you will notice that there are four lines that are under his general direction?

A. Yes, sir.

Q. You notice that. And transmission is Glen Carlton. That is yourself, isn't it?

A. Yes.

Q. Yes. And under you come four foremen?

A. Four foremen, and linemen and ground men.

Q. 13 linemen?

A. Three truck drivers.

Q. Two groundmen?

A. Yes.

Q. And two carpenters?

A. No. I have nothing to say, a whole lot, about the carpenters, only just if I want something done, just run in there. I have no authority over them.

Q. Now, examine the folks in the other three lines there and tell the Examiner whether you have any
2049 authority over those?

A. Well, you take your distribution here; I wouldn't have no authority over them unless Mr. Livelsberger said so.

Q. Yes. Now, what about underground. Would you have any authority?

A. No, sir, that is not in my line of business, unless Mr. Livelsberger would send me out to give some orders that he had forgot to tell some of the men, or something.

Q. What about the fourth line?

A. Tree trimmers; I would have very little to say to Ross, on account of he is pretty familiar with his own work and there's nothing very much comes up.

Q. Now, Mr. Carlton, let us assume Mr. Livelsberger on the job, carrying on his normal duties. Would you have anything to do with the men in these other three lines?

A. Oh, yes, under his jurisdiction, is all. He would inform me to do this or do that. If I should happen to be out on the job and a foreman would ask me about this or that, thought it out to be changed, I would give him the best of my knowledge, go ahead and do it; and if I should happen to go along and see any of the men especially that are violating any safety rules —

Q. Well, I am not clear as to the control you have over the one line; whether it is exactly the same as the control over the other three lines, or whether there is a
2050 difference.

A. No, there isn't much difference.

Q. There isn't much difference?

A. No.

Q. Well, then let's have it.

A. As far as that is concerned.

Q. But on this first line here, do you have to get any authority at all from Mr. Livelsberger?

A. Oh, yes.

Q. What?

A. As I say, I don't do nothing at all unless he sanctions it; that is, that amounts to anything.

Q. Yes.

A. If some little thing comes up that has no importance to it, like changing a guy on a pole or replacing a cross arm, or something like that, I don't bring that to his attention.

Q. Now, let us take distribution here, this line of distribution here, that we're thinking about this morning. Would you exercise the same control over those foremen, exactly, as you would with reference to the foremen under transmission?

A. Practically I would, yes.

Q. Without any additional authority from Mr. Livelsberger?

A. Oh, no. I don't have no big authority over any of them, only under his jurisdiction.

Q. When did you, if you did, become a mem-
2051 ber of the Association known as Michiana?

A. Oh, I think at that big meeting was when I signed a card. I wouldn't say positively.

Q. When were you first approached about the formation of this Association?

A. Well, Mr. Clark called me one Sunday afternoon. He called me before the afternoon and wanted to know if I would help them out; that they was going to form an Association. And that was the first I knew of it. And I asked him what kind of an Association.

"Well," he says, "I can't tell you much about it right now," and he wanted to know if I would come over to Mr. LaVelle's house that afternoon. And I told him that I couldn't come that afternoon because I was going away for the afternoon.

"Well," he says, "you can come along towards evening, after you come home, if it isn't too late."

Well, I don't know—it was some place, I expect, along towards evening, it was pretty near dark, I think, or was dark when I got there.

Q. Where? At what place?

A. Mr. La Velle's house.

Q. And did you have a conference and talk with the men that were there?

A. No. There was nobody there when I got there
2052 but Russell Harter and him.

Q. Well, did you talk with Russell Harter and him?

A. I tried to find out what they was up to.

Q. Did you talk with them, I asked you?

A. Yes, I talked with them.

Q. Yes. And did you learn from them what they were doing?

A. No, I didn't at that time.

Q. They didn't tell you anything at all?

A. No. They said they thought I'd find out later.

Q. Well, when did you find out?

A. Well, I found out Monday night, then, what they was up to.

Q. What did you find out Monday night?

A. Well, Mr. La Velle come to me and told me then, that they had started an Association or was going to try to start it; they didn't know how much luck they was going to have, but they were going to try to form an Association, well, there amongst us men that worked there.

Q. At that time did anyone give you any membership cards?

A. No, not at that time.

Q. When, if at any time, did you get some membership cards?

A. I think that was Tuesday noon that I received some membership cards.

Q. Yes. Do you know from whom you received them?

A. No, I wouldn't say.

2053 Q. Did you thereafter circulate cards and obtain members?

A. Only to just one man, unless somebody come up and asked me for a card.

Q. That is what I am asking you about.

A. Yes.

Q. Did different folks come up and ask you for a card?

A. Yes, there were several, I expect; quite a few of them, I should say.

Q. How many?

A. Oh, 24, maybe 30.

Q. You did obtain quite a few members for the Association, did you?

A. Oh, yes.

Q. Mr. Carlton, did you attend the meeting of May 20th at the auditorium, the church auditorium on the east side?

A. Yes, sir, I attended that meeting.

Q. Either before or after that time did you have any conversation with Mr. Ralph Jernegan?

A. After the meeting I did, yes.

Q. You did. That evening after the meeting?

A. After the meeting, yes, sir.

Q. Was there anything said by him or by you with respect to the right of yourself or such a man as yourself to—

A. That is what I asked him, yes.

Q. —to join a union or an Association?

2054 A. Yes, sir.

Q. A labor organization?

A. That was my talk with Mr. Jernegan.

Q. Well, what was it?

A. Well, I asked him if I had any right to be in. The reason I brought it up was on account of Mr. La Velle on this Sunday—

Q. I am not asking you the reason you brought it up. I am asking you what you said to him.

A. I asked him if I had any reason—being a lineman—had any reason not to be in there; if it was all right or wasn't. He said he didn't see there was any objections at all to me being in there.

Q. Now, as a preliminary to this meeting of May 20th did you attend a meeting at the Henderson home?

A. Yes, sir, I did.

Q. How did you happen to do there?

A. Well, I went there to furnish the young lady that they had there their notes that they wanted to take down. I was requested to go get her, to furnish her transportation.

Q. Who requested you?

A. Mr. Henderson, I believe.

Q. Did you make the appointment to hold this meeting at the Henderson home? Did you call up the other men?

A. No, no, I didn't.

2055 Q. Do you know who did?

A. No, I couldn't say who did.

Q. Did you get the young lady and go to the Henderson home?

A. I did, yes, sir.

Q. And you held the meeting there?

A. Yes, sir.

Q. Have you been present at this hearing throughout?

A. Oh, yes.

Q. And have you heard the testimony here as to what took place at the Henderson meeting?

A. Yes, I have.

Q. You may state whether or not it is correct or incorrect.

A. It is correct.

Q. And then you went the next day, or a few days thereafter,—you held a meeting on May 20th?

A. I went to that meeting, yes.

Q. Do you know how many days that was after the Henderson meeting?

A. No, not exactly. I couldn't say. It was only a few, though, days after that.

Q. Just a few, yes. I want to direct your attention specifically to the beginning of that meeting and to the congregation of foremen around the door, and I want to ask you whether or not you or any other person
2056 refused admission to that meeting of any employee or of any persons?

A. No, sir, there was nobody refused permission at all.

Q. What was the general character of that meeting?

A. Well, the way I understand, it was just to have all the employees there that worked for the Indiana & Michigan; that is, all the employees, women and all; to see whether they would be willing to start this thing and stay behind it.

Q. Was it stated that before a person could get in the door that they must have signed a card?

A. Oh, no, no, sir.

Q. In fact, what did take place about the signing of cards when the meeting was called to order?

A. Well, there was a lot of people signed them before, and I don't know who it was from the stage made the statement if there was anybody there that would care to have cards to sign, that they would pass them through the audience.

Q. And what is the truth as to whether or not the cards were distributed and gathered after that statement?

A. They were.

Q. They were. How was it done?

A. Well, there was, I should judge—I don't know exactly, but I guess there was three or four aisles in there, in the auditorium, and there were men walking up and down the aisles passing cards out and then I think it was the same man took the cards back up again.

2057 Q. I see. That is after the folks had signed them?

A. Yes, sir.

Q. You have heard the evidence narrated here as to what took place at the general meeting of May 20th, have you?

A. Yes, sir.

Q. And would you state that it's substantially correct, or that it's incorrect?

A. Well, it's practically all correct.

Q. Would you want to add anything to it or detract from it, change anything in it?

A. Well, there was one testimony that I didn't know that really went on, and I was there from the time it started until it stopped.

Q. What was that, please?

A. That was Mr. Shields claimed there was such a commotion.

A. Oh, yes, I want to call your attention to that. State whether or not before the meeting was ended that the crowd had disappeared or thinned out?

A. No, not to my recollection, it wasn't.

Q. Did they stay throughout?

A. They did, yes, sir.

Q. Now, then, was there any booing or any demonstration, any ugly demonstration there?

A. Not that I can recall.

2058 Q. Well, that doesn't mean very much, "Not that I can recall." Was there or not?

A. No, there wasn't.

Q. Do you have a definite knowledge on the subject?

A. Yes, I do.

Q. Yes. You are very sure there wasn't?

A. I am sure there was no—

Q. Now, did you attend subsequent meetings of the Michiana Association?

A. Yes, sir.

Q. Where were these subsequent meetings held?

A. Well, I attended another one in that hall there a short time after that, I think; probably about a month or a month and a half after that.

Q. Then did you attend later meetings?

A. Yes, sir.

Q. Now, at the meeting that was held after that, the first one that was held after that, were you present?

A. Yes, sir.

Q. What was that form of meeting?
A. That was getting up of the by-laws.
Q. Well, was it an organization meeting?
A. Yes, sir.
Q. And, in truth and in fact, did you direct persons who were not members or who you thought were
2059 not members—
A. Yes, sir, I did.
Q. —to stay away from the meeting?
A. Absolutely.
Q. Tell us about that.
A. Well, there was only one man that I knew that hadn't signed up, and that was Mr. Buckley.
Q. Yes.
A. And he came in and Mr. La Velle drawed my attention to it, he was over there and he knew that he hadn't signed a card. I couldn't say how he knew it. So I went over and asked Mr. Buckley if he wouldn't leave; I understood he was not a member and his card didn't appear.
Q. Why did you do that?
A. Because it was a closed meeting.
Q. Did it have any relation whatsoever to his belonging to some other organization?
A. No, sir.
Q. Did you ask anybody else than he, Mr. Buckley, to stay away from these subsequent meetings?
A. Well, he was the only one that I knew that was in there, and I wouldn't have knew that—
Q. No, answer my question. Did you ask any other person than Mr. Buckley to stay away from these subsequent meetings?
A. Oh, no, I didn't.
Q. (By Mr. Seebirt): Mr. Carlton, you may
2060 state whether or not what you did with respect to the organization of this Michiana Association was in any way inspired by Mr. Dequine or Mr. Livelsberger?
A. No, sir, it was not.
Q. Have you given us the correct version of your connection with it as being a visit from Mr. Clark?

A. Yes, sir, I have.
Q. And Mr. La Velle, meeting with Mr. La Velle?
A. Yes, sir, I have.

• • • • • • • • • • •

2063 Q. Well, let's hear about how these crews are organized and how they are broken up and whether they stay constant; give us your theory about that.

A. No, they don't stay constant. If we have a rush of work down there or some jobs require more men than others, and it is according to what foreman gets these jobs and what sort of a crew he has got to have, and if there is a larger crew to be formed and this foreman has a larger job that he can handle with his two men, that is what the general run of linemen is on a truck.

Q. Do you know whether or not in Freeman's crew there had been some dissention or trouble before he was transferred?

A. Yes, there was.

Q. There was dissention and trouble?

2064 A. Well, Mr. Miller complained to me a couple of times he hadn't said anything, but Mr. Freeman didn't want to do nothing but just the house work.

Q. What do you mean that he didn't want to do anything but the house work?

A. The crew that he was on at that time was a small crew, practically got the services that would require one span of wire for the service from the transformer to the house service.

Mr. Freeman was on this wagon quite a while and I guess he thought that he should do nothing but the house work, that is connecting the service to the house and installing the meter and training the cable for use down the side of the house.

Q. Well, Glen, that doesn't describe it very well for me, Along with that would there be some pole work?

A. Oh, yes, there is pole work.

Q. So he would run for the house work?

A. He would always take the ladder off of the truck and start for the house.

Q. And what was left for the other man to do?

A. He was always left to catch the pole, probably mount the transformer and install the installation up on the pole.

Q. So that was the complaint that Miller lodged against him, is that right?

A. Absolutely.

• • • • • • • • • • •

Q. Mr. Carlton, in the shifting about of these
2071 crews you may state whether or not any part that you may have had therein was induced by the membership of the men in different organizations?

A. No, sir, it was not.

Q. Did you use your position there to punish people that would not join the Michiana?

A. No, there was nothing like that that I know of went on.

Q. Well, if it did exist you would know about it?

A. I certainly would.

Q. You understand, I am asking you about your own mental condition?

A. Yes, sir. No, I didn't.

• • • • • • • • • • •

Q. Now, in the matter of sending men out on
2073 these emergency calls, when overtime arises, have you picked out certain men as your favorites to send them out on those?

A. No, sir, we never do that, we try to divide it up.

Q. You try to divide it up?

A. Yes, sir.

2074 Q. Yes. Is there any record made of dividing it up?

A. Just to our knowledge is all that I go by.

Q. I see. So might it happen that some men get more than others?

A. Probably wouldn't only in the case that you couldn't contact them at the time.

Q. Well, might it happen that some got more than others?

A. Oh, yes, it might.

Q. If you carry the matter around only in your memory and mind, it might happen, mightn't it?

A. Yes, sir.

Mr. Seebirt: You may cross examine.

CROSS EXAMINATION

Q. (By Mr. Reynolds): You say you try to divide up the overtime work?

A. Yes, sir.

Q. How hard to you try to divide it up?

A. Just as our memory, recollect.

Q. You don't put the names down in order to determine how much overtime one man and how much another man has had?

A. No, sir, I don't.

Q. You just depend on your recollection?

A. Yes, sir.

* * * * * * * * * *

Q. How did you know that Mr. Freeman be-
2077 longed to the I. B. E. W.?

A. I didn't know at that time he did.

Q. At what time?

A. At that time that he was talking to Mr. Vandenburg.

Q. How did you happen to make that remark as you did, then?

A. Because I heard he was out there at the meeting.

Q. Did you know from personal knowledge that he had been out there at the meeting?

A. No, sir.

Q. You were out there yourself?

A. Absolutely.

Q. Why did you go out?

A. I went out to see what was going on, because I was invited to.

Q. You were invited?

A. Absolutely.

Q. By whom?

2078 A. By one of the men.

Q. Did you see what was going on?
A. No, sir, I didn't.
Q. Why didn't you?
A. Because I didn't go up in the meeting.
Q. Well, why didn't you?
A. Well, because there wasn't nobody there that was from my crew, only four of them, I would not have had much of a majority.
Q. From your crew?
A. Yes, sir.
Q. Do you have a crew?
A. No, I don't have no crew.
Q. Well, how could they be from your crew if you didn't have any?
A. That is what I call my crew, the transmission department.
Q. Yes, that is your crew, the transmission department.
A. Absolutely.
Q. You stayed across the street then, didn't you?
A. I did, yes.
Q. And you didn't go in the meeting place?
A. Absolutely not.
Q. Just sat over there to rest, did you?
A. I wasn't very tired.
Q. Well, you stayed there quite a while, didn't you?
2079 A. Yes, sir.
Q. And why did you stay there?
A. Because Mr. Livelsberger was in the car talking to me.
Q. Mr. Livelsberger showed up on the scene too, didn't he?
A. Yes, through Mr. Hoblitzel.
Q. Through Mr. Hoblitzell?
A. Yes.
Q. What did Mr. Hoblitzel do to bring Mr. Livelsberger there?
A. Why he seen him going by and stopped him.
Q. Did you have any other reason for going up to that meeting?

A. No, I wanted to go there to see what was going on, for my own benefit. Besides the boys was all going up there.

Q. Do you remember a conversation you had with Mr. Hays from the Labor Board?

A. I absolutely do.

Q. Do you remember what you told him?

A. Not exactly, no.

• • • • • • • • • • •

Q. Do you recall that Mr. Guy came over and
2081 talked with you?

A. Absolutely.

Q. What did he say to you?

A. He wanted me to come up to the meeting.

Q. What did you tell him?

A. I don't recollect what I told him.

Q. You told him that you would have the information anyhow, didn't you?

A. No, I didn't.

Q. Are you sure you didn't say that?

A. I wouldn't say positive I didn't say it, but I don't think I did.

Q. Now, there are two men that you solicited for membership in the Association?

A. Two men?

Q. Yes, you said you solicited two men for membership in the Association, the Michiana?

Mr. Seebirt: I wonder if that is true. I understood him to say that he had gotten twenty-five or twenty-six, something like that.

Trial Examiner Dudley: He said he solicited one or two, some small number and then in addition he gave cards to all the men that asked him.

2082 Q. (By Mr. Seebirt): Who were they?

A. I didn't solicit anybody exactly. I gave a man some cards and asked him to distribute them.

Q. You asked him to go to two specific people, didn't you?

A. No, sir.

Q. Didn't you give cards to Mr. Havlin and tell him to go to Shields and Otis?

A. Not that I recall, no.

Q. Didn't you give Mr. Havlin later on a fountain pen to go and get those cards signed in ink?

A. Absolutely not.

Q. Didn't Mr. Havlin come back to you and report that Mr. Otis would not sign?

A. No. He brought Otis' card to me.

Q. Then you sent him back to get Otis' signature in ink, didn't you?

A. Absolutely.

Q. And then he came back and said he couldn't get it, didn't he?

A. Absolutely.

Q. And what did you tell Mr. Havlin?

A. I told him all right.

• • • • • • • • • • •

A. It is as far as I know.

2084 Q. Did you talk with Mr. Livelsberger about whether you should take part in the activities of the Michiana?

A. I absolutely did not, no, sir.

Q. Never did?

A. No, sir.

Q. Never talked to him about the Michiana at

2085 all?

A. No, sir.

Q. Ever talk to him at all about unions?

A. No, sir.

• • • • • • • • • • •

Q. Have there been occasions in the last year or

2087 so when Mr. Livelsberger has been away from the plant and you have had complete charge of that work?

A. I never have complete charge.

Q. Even when he is absent?

A. Even when he is absent.

Q. What happens when he is gone?

A. Well, there is about three fellows that helps me out.

Q. Who helps you out when he is gone?

A. Mr. Miles, Mr. Diedrich and Mr. White.

Q. When he is here, will you describe what duties Mr. Livelsberger has with reference to the transmission department?

A. He has it all.

Q. The transmission?

A. Yes, sir.

Q. Isn't he more directly interested in distribution?

A. He is in a way, but he is the overseer of both.

Q. What does he do about overseeing the transmission? That is your job, too, isn't it?

2088 A. Yes, sir. Well, he gives me the orders what I am supposed to do. It works on the work order system.

Q. Does he go out and see the transmission crews on the job very often?

A. I couldn't say as to how often. He does, but how often I don't know.

Q. Do you go out of the office very often?

A. All the time.

Q. What are you doing from day to day?

A. Just driving around looking at the work, seeing that the crews are on the job, seeing if they need any material or anything like that, also I see that the trucks are loaded overnight, between four and five o'clock, with the material that is signed to the truck.

Q. When were you promoted into that job you hold now?

A. I couldn't tell you exactly the date.

Q. Had you been a line foreman, a regular line foreman before that?

A. Yes, sir.

Q. How did it happen that you were promoted to be Mr. Livelsberger's assistant?

A. Because I was the oldest man in transmission.

Q. That is the only reason, you think?

A. That is all that I know of.

* * * * * * * * * *

Q. (By Trial Examiner Dudley): Mr. Carlton,
2089 your membership in the Association has been no secret, has it?

A. No, sir, absolutely not.

Q. You have never been ashamed of the fact that you are a member of the Association?

A. No, sir.

Q. Have you felt that it was quite proper?

2090 A. Yes, sir.

Q. You asked an attorney about it and he advised you that it was proper, did he?

A. He thought it was all right.

Q. You have been very much in favor of the Association?

A. Yes, sir.

Q. Believe it is a good thing for the men?

A. I do, yes.

Q. Feel that stops them from paying high dues to outsiders?

A. Yes, sir.

Q. Feel they know as much about their business as anybody else does?

A. That is what I consider, yes.

Q. So that you have been very keen to push it along and help make it go, have you?

A. Absolutely, yes, sir.

Q. And you consider that quite proper, do you?

A. Yes, sir.

Q. Have you ever held any office in the Association?

A. No, sir.

Q. Were you ever on any committees?

A. No, I never was.

Q. Have you held any office in any of the districts or sub-councils or sub-committees?

A. No, no office of any kind in the Association.

2091 Q. You were on some committees weren't you?

A. No, I was really not on any committee, only at first if you might call that a committee that time that I gave Mr. Marsh those cards, he came to me and asked me if I would get some cards for this operating depart-

ment, Mr. Marsh, he is the man that I contacted to get these cards to the operating department.

Q. Let's see, how many cards did you give him?

A. Oh, I wouldn't say how many I did give him. I don't recall just how many cards I did give him any more.

Q. Did he turn the cards back in to you when he got them signed?

A. No, I don't think so.

Q. You did collect some written cards, didn't you?

A. Oh, yes, I collected cards.

Q. You got quite a lot in, didn't you?

A. Yes, quite a few.

Q. Was that perhaps because you could be found more easily, you didn't travel around?

A. I was all over the system and lots of people would come up and give me cards.

Q. Everybody knew who you were?

A. Yes, sir.

Q. You were an old time employee?

A. That is it.

2092 Q. How many cards do you suppose you collected that way?

A. Oh, probably I collected maybe 75 or 80, some place in there.

Q. 75 or 80 out of the people that worked in your group?

A. I expected I did.

Q. Do you think you got any more than that?

A. No, I don't suppose I did. Maybe I didn't collect that many, but I would say probably some place around there.

Q. How about the collection of dues? I think you told Mr. Seebirt—or did you, was it you or Mr. Holmes that went out?

A. No, I never handled a penny of the money that the Association had or ever did have.

Q. Did you ever ask anybody to pay their dues?

A. No, sir, I never did.

Q. Did you ever appoint anybody else to collect dues?

A. No, sir.

Q. Are your dues paid up?
A. Yes, sir.
Q. Are they paid up in advance?
A. Paid up in advance to the first of the year.
Q. Through January?
A. No, just December.
Q. To January?
A. Yes, sir. If you want to see my card, I can
2093 show you the card.
Q. Oh no. You talked to Mr. Hays, a man apparently from the Labor Board office at Chicago?
A. Yes, sir.
Q. Did he write out any kind of a statement as to what you said?
A. He didn't take nothing down in the room while I was with him, no.
Q. Did you write out any kind of a statement for him?
A. No.
Q. Did you sign any kind of a statement?
A. No, there was nothing signed or nobody was doing any writing, either him or me either.
Q. I see. Now, there is one thing I am not sure about as I look over the by-laws of the Association and its agreement with the company.
By the way, before I pass on, in regard to these dues weren't you on a committee that presented to the company the first petition or notice from the Association about your organization?
A. Yes, I believe I was, Mr. Marsh and myself and I don't know whether there was four or five of us, or three or four. I couldn't say. I was up there, yes, I remember that petition, but I can't exactly tell you what that petition was over.
2094 Q. Well, I will just refresh your memory.
I hand you Board's Exhibit No. 5. Towards the back is what appears to be a report to all the members of the Association.
A. Yes.
Q. Look at the bottom and you will see your name.
A. Yes, my name. That was it. That was notifying

them that we was going to form the Association. That is it.

Q. You were on that committee then?

A. I was on that committee.

Q. Do you remember who you talked with?

A. Yes, Mr. English and Mr. Calvert was the only ones there outside of this committee here.

Q. Did Mr. English and Mr. Calvert both assure the committee of cooperation between the management and your Association?

A. Now, I won't say. I can't tell you just what was said there. I was not any spokesman really of that committee, I don't remember just who did the talking.

Q. Was that the meeting at which Mr. Marsh or somebody said that their purpose was to follow the Golden Rule?

A. Yes, I remember Mr. Marsh saying that, from the remarks he made on the stand.

Q. Was Mr. Calvert considerably pleased with that?

A. He seemed to be.

Q. What did he say?

A. Well, I don't recall just what he did say,
2095 but I remember him making a remark about something, I don't remember just what the words were.

Q. Did you hear Mr. Marsh testify about that yesterday?

A. Yes, I heard that yesterday.

Q. Was his testimony correct in that?

A. I think it was. I just don't recall every word that he said.

Q. I see. I asked you a moment ago about grievances. Supposing that a grievance would arise, let's say on a crew of Mr. Ernest Clark, he transferred a man or that a man thinks he is not being given enough overtime, or is being compelled to work too hard and somehow you get words of this controversy that develops.

A. Yes.

Q. Will you tell me how that grievance would be handled by the Association to start to settle the grievance?

A. Well, Mr. Clark would try to settle it in his own crew, if it was possible.

Q. That is the first stage?

A. Yes.

Q. Would that discussion be between the man himself and Mr. Clark?

A. I suppose it would be, and if he couldn't do it, if there was a couple of men arguing and Mr. Clark tried to settle that, I would call all three of them in in a
2096 case like that.

Q. Well, supposing they cannot, what happens next?

A. I may be out there by appointment, as you might call it, and he could tell me about it, and I might say a few words to the fellows there asking them what the argument is about and how come it started. However, I wouldn't have any authority to—

Q. Now, may I interrupt that; who would ask your intervention?

A. Mr. Clark would.

Q. Would the men come to you about it?

A. No, I never have anybody come to me with anything like that.

Q. You have handled no grievances at all?

A. No, sir.

Q. Is there a grievance committee that would handle the grievances for these men that work under you?

A. You mean of the Association?

Q. Yes.

A. Yes, I suppose there are, grievances for everybody.

Q. Is there or isn't there?

A. Yes, surely.

Q. Who is on that committee?

A. Now, I don't know in the Association, I don't know who is on the Association committee.

2097 Q. Well, you are pretty active in the Association, aren't you?

A. I have attended quite a few meetings, yes. I couldn't just tell you who is on the grievance committee.

Q. You know there is a grievance committee?

A. Yes, I know there is a grievance committee.

Q. Aren't you one that would handle that grievance?

A. No, I wouldn't sit in on a thing like that.

Q. All right, now let's see what does happen. These men go to Mr. Clark about the quarrel, they can't agree, and Mr. Clark we will say, the foreman, is supposed to have certain rules to be carried out, but the man thinks he is being unjustly treated; what happens?

A. If it is in line of work, if he is being criticized for not doing enough or the fellow thinks he has been working too hard or something, Clark might call my attention to it, and I might talk to the man on the job, or something like that, but if there is a grievance that goes to the Association, I cant' tell you how that is handled, because I don't sit in on any of them.

Q. Have you ever been on the grievance committee?

A. No, sir.

Q. Now, don't you know what the Association would do?

A. They would take it, I suppose—I can't truly say,
but the way I understand it they would take it to
2098 Mr. Livelsberger, and if he couldn't straighten it
out I suppose it would pass on in to Mr. Dequine and thereafter they have a right, the way I understand it, to take it clear up to Mr. English.

Q. Yes, but this is what I have in mind:

In many unions, when a grievance arises they start in from the bottom and take it constantly higher until they come to an agreement, they keep going up and up, they don't go to the man at the top until they are sure.

A. No, but as I say I haven't any real authority over the crews myself, only through Mr. Livelsberger's instructions.

Q. What would this member of the Association do if he had a grievance that he wanted the Association to handle for him?

A. The way I understand it, he has to present it in writing.

Q. To whom?

A. To the grievance committee, I am sure.

Q. And then what does that grievance committee do?

A. They take it up, the way I understand it, with the

man and the line foreman, and that would be Mr. Livelsberger, I should think.

Q. Wouldn't the grievance committee first take it up with the foreman, the line foreman or crew foreman?

A. I don't know. I couldn't say.

Q. Do you think they would actually go over his head?

A. Why, I don't know. I couldn't say that, be-
2099 cause I never sat in on any. I know they have had some, but there has been no grievance that I know of in the transmission department, and I don't know. I think probably there has been a couple, two or three in the distribution department that I know of, there may be more. I have no way of telling.

Q. Did you ever have any grievance yourself?

A. No, sir, I have not.

Q. If you had a grievance, and thought you were being unjustly treated, what would you do?

A. Well, I would have to find out first who the grievance committee was, I suppose, if I was going to take it up through the Association.

Q. Now, would you take it up through the Association?

A. No, I don't think I would. I would go to Mr. Livelsberger and if he couldn't tell me I would go to Mr. Dequine and if he couldn't tell me I would go to Mr. English and I would get an answer out of somebody.

Q. You know those men pretty well, yourself?

A. Yes, sure.

Q. So you figure you would get farther along handling it by yourself than you could by going through the Association?

A. No, not if it was anything I thought the Association ought to know, I wouldn't even go to Mr. Livelsberger or Mr. Dequine; I would take it up with the committee on grievances.

. . . . . .

FRED E. RIKERT,

2104 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Give your full name.
A. Fred E. Rikert.
Q. Where do you live?
A. 626 32nd Street, South Bend.
Q. Are you employed by the Indiana & Michigan Electric Company?
A. I am.
Q. How long have you been such an employee?
A. Since September, 1923.
Q. Are you a foreman?
A. I am.
Q. Of a crew of what kind?
A. Distribution.
Q. And how long have you been a foreman?
A. Since 1928 or '29.

* * * * * * * * *

E. J. MILLER,

2107 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Give your full name.
A. E. J. Miller.
Q. Do they call you Jay Miller?
A. That is right.
Q. Are you an employee of the Indiana & Michigan Electric Company?
A. I am.
Q. How long have you been such?
A. Since October, 1922.
Q. Are you a foreman?
A. I am.

* * * * * * * * *

CHARLES B. CALVERT,

2128 a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Please state your full name?

A. Charles B. Calvert.

Q. Mr. Calvert, where do you live?

A. I live at 439 Edgewater Drive, Mishawaka.

Q. You are connected with the Indiana & Michigan Electric Company, are you not?

A. I am.

Q. What is your position with it?

A. I am a member of the Board of Directors and Assistant Secretary.

Q. How long have you occupied those positions?

A. I became assistant secretary of the company in 1907. Several or three or four years afterwards I became a director and I have been a director since that time.

Q. How long were you connected with the company in any capacity prior to the year 1907?

A. For two years.

Q. So your service with this company began in 1905?

A. May 30th, 1905.

Q. Has it been continuous up to this time?

A. It has.

* * * * * * * * * *

2131 Q. I want to direct your attention, Mr. Calvert, to a meeting that you had in the spring of 1937 with Mr. Guy and Mr. Marks.

Do you recall that?

A. Yes.

Q. Where was that held?

A. In Mr. English's office.

Q. You were present?

A. I was.

Q. Do you know generally what the conversation was?

A. The meeting opened, Mr. Guy came in and introduced himself, "I am Mr. Guy," at that time.

Mr. Guy then stated that his assistant, Mr. Marks, was on the outside and asked if it was satisfactory for Mr. Marks to come in.

Mr. English said it was entirely satisfactory,
2132 so Mr. Marks came in. Mr. Guy then proceeded to explain that he represented the I. B. E. W. and in a general way explained the purposes of the organization.

He stated finally, at the conclusion, as I recall, the statement was made to the effect that the services of the organization were available to us, and he left with Mr. English a form of a sample contract which they had entered into, or which they had or would enter into with others.

Q. That was an employee representation contract?

A. It was, yes.

Q. You have the contract here, do you?

A. That contract I have not with me, no.

Q. Well, it is available?

A. It is available. It is the one that they left. It was not for us, you understand, Mr. Seebirt; it was merely a form that they had used in their negotiations.

Q. I understand; a sample contract.

A. That is what it was.

Q. Was that about all of that conversation?

A. Yes, practically all of the conversation.

Q. And then did you have a second meeting where Mr. Guy was present?

A. I had a second, yes.

Q. Where was that?

A. In this building.

2133 Q. Who was present at that meeting?

A. Mr. Hays, the Examiner of the Labor Board, Mr. Michael Boyle, Mr. Sam Guy and Mr. Marks, and Mr. English and Mr. Deahl and myself.

Q. The last three from the company.

A. Yes.

Q. Briefly what was said at the conference?

A. Briefly, the Examiner recited certain matters which he said from investigation—

Well, he stated, "You probably understand that a com-

plaint has been filed by the I. B. E. W. and that the Examiner's investigation has disclosed certain facts." Which he proceeded to relate.

Q. Now, to shorten this matter up, at that time did you make notes of that conference?

A. I did.

Q. And did you reduce them to writing?

A. I did.

Q. What did you do after you reduced them to writing?

A. I made a memorandum on them to the effect that they were dictated in the presence of Mr. English and Mr. Deahl on that afternoon immediately after I had returned from this building to the office.

Q. Well, did you submit that to Mr. English?

A. I did. I submitted it to both of them.

2134 Q. Do you have that memorandum?

A. That is not here, Mr. Seebirt.

Q. I thought you had the memorandum with you.

A. No, not that memo.

Q. Go ahead, tell what took place then, as near as you can recall it.

A. The statement was made then finally, that, the Examiner made a statement to this effect, that the solution of the problem seemed to be to withdraw our recognition of the Michiana Association, and he asked Mr. Boyle as to his ideas.

Mr. Boyle said, "I guess that is about it."

Trial Examiner Dudley: Who is Mr. Boyle?

Q. (By Mr. Seebirt): Michael Boyle of Chicago?

A. Yes.

Trial Examiner Dudley: Union organizer?

Mr. Seebirt: He is vice-president, isn't he?

The Witness: I believe he is vice-preident of the—

Q. (By Mr. Seebirt): Vice-president of the I. B. E. W.

A. Yes, I. B. E. W.

Q. Go ahead.

A I was going to state in there, as I recall it, neither Mr. Guy or Mr. Marks participated in the conversation. The conversation was principally between the Examiner with the statement of Mr. Boyle, and ourselves.

. . . . . .

Q. Yes. Now, I am directing your attention to
2139 this Association which you have spoken of which we will call the Michiana, for brevity. Do you know when that matter first came to the attention of the management of the company?

A. Yes, on the morning of May 22, 1927.

Q. Do you have a paper or document with you which relates to the bringing of that matter to your attention?

A. I do.

Q. Will you please produce it?

Mr. Seebirt: What was that previous answer?

(Answer read.)

Q. (By Mr. Seebirt): Did you mean 1927 or 1937?

A. I beg pardon, 1937.

Mr. Seebirt): Will you mark this, please?

(Thereupon, the document above referred to was marked as "Respondent's Exhibit No. 18," for identification.)

* * * * * * * * * *

Mr. Seebirt: Well, this is the instrument that in
2140 meeting of May 20th was drafted to present to the management. You recall there has been so much evidence about it?

Trial Examiner Dudley: Oh, I see. Any objection?

Mr. Reynolds: No objection.

Q. (By Mr. Seebirt): Do you remember, Mr. Calvert, how it come into the possession of the company?

Trial Examiner Dudley: Pardon me. There being no objection, I will admit the Exhibit as offered.

(The document above referred to, heretofore marked for identification "Respondent's Exhibit No. 18," was received in evidence.)

Mr. Seebirt: I beg your pardon. I thought you had. Will you read the question?

(Question read.)

2141 The Witness: I do.

Q. (By Mr. Seebirt): Tell the Examiner how it did.

A. It was brought in by a committee of four.

Q. And who was present representing the management when they came in?

A. Mr. English was there and myself.

Q. And did you then have a conversation?

A. Mr. English simply accepted it and told them it would receive consideration.

Q. Was there any other conversation?

A. Not that I recall.

Q. You don't recall any other?

A. No.

Q. (By Trial Examiner Dudley): Didn't somebody say the purpose of the Association was to do unto others as you would have them do unto you?

A. I don't recall that.

Q. No.?

A. I don't recall that, no.

Q. (By Mr. Seebirt): Now, on July 16th, did you or the company receive any other document from the Michiana?

A. We received a proposed agreement.

Q. Do you have a copy of that agreement?

A. I have a copy of it.

Mr. Seebirt: Mark this, please.

2142 (Thereupon, the document above referred to was marked "Respondent's Exhibit No. 19," for identification.

Q. (By Mr. Seebirt): Is this Exhibit called Respondent's Exhibit No. 19, the copy that you have referred to?

A. It is a copy of the one that they submitted, yes.

Mr. Seebirt: The Respondent offers the same in evidence.

Mr. Reynolds: No objection.

Trial Examiner Dudley: I notice from my notes that Mr. Reynolds did offer in evidence a copy of a contract proposed by the Association to Respondent, which I had excluded, and in going over my notes I could not remember why I had excluded it, and I thought I might be in error. Is this the same contract?

Mr. Reynolds: Yes, I think it is the same contract. I

think it was excluded because we failed to get it identified properly.

Trial Examiner Dudley: Oh, I see.

Mr. Reynolds: I believe that was it.

Mr. Seebirt: I think that is correct, that whoever it was could not say that this was a copy of the instrument.

Trial Examiner Dudley: I believe I will let the previous ruling stand, and there being no objection I will admit Respondent's Exhibit No. 19 as offered.

(The document above referred to heretofore
2143 marked "Respondent's Exhibit No. 19," for identification, was received in evidence.)

Q. (By Mr. Seebirt): Mr. Calvert, did you or Mr. English or anybody connected with the management of the company have anything to do with the preparation of this document, exhibit No. 19?

A. We did not.

Q. And who brought it to the office, do you know?

A. Mr. Holmes.

Q. And was the committee with him, or did he come alone?

A. He came alone, as I recall it.

Q. Did you and Mr. English talk with him, or did you alone talk with him?

A. I talked alone with him.

Q. What did you tell him?

A. Merely that the matter would receive Mr. English's attention. Mr. English wasn't there.

Q. You mean he was not in the city at that time?

A. He was not in the city at that time.

Q. And when Mr. English came back, did you and he take the instrument and examine it?

A. We did.

Q. When did you next have a meeting with the committee of the Michiana?

A. The third day of August, 1937.

2144 Trial Examiner Dudley: What was the date of the first meeting?

Mr. Seebirt: That was July 16th.

Q. (By Mr. Seebirt): Who was present in that meeting?

A. Beg pardon?

Q. Who was present in that meeting, do you remember?

A. Who was present, Mr. English and myself, Mr. Holmes, Mr. Edgell, Ray Collins, and Russell E. Denman.

Q. Mr. Calvert, were there any notes made of what took place at that conference?

A. Yes, there were.

Q. By whom?

A. By Miss Holmberg, Mr. English's secretary.

Q. Was she present during the conference?

A. She was present and took the transcript.

Q. And do you have a copy of the minutes of that conference that was held there?

A. I do.

Mr. Seebirt: Mark this, please.

(Thereupon, the document above referred to, was marked "Respondent's Exhibit No. 20," for identification.)

Q. (By Mr. Seebirt): I am showing you Respondent's Exhibit No. 20 and ask you whether or not those are the minutes that you referred to?

2145 A. Those are the minutes.

Q. Now, you may state at this time whether those minutes correctly set forth what happened at that conference.

A. They correctly set forth what happened at the conference.

Mr. Seebirt: The Respondent offers the same in evidence.

Q. (By Trial Examiner Dudley): May I ask, Mr. Calvert, if these are merely minutes, by that I mean a summary of what happened, or is it a word for word account?

A. The stenographer took them as word for word as it happened at the meeting.

Q. It is a complete transcript of everything that was said?

A. A complete transcript of what happened at the meeting.

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I admit the Exhibit as offered.

(The document above referred to, heretofore marked for identification "Respondent's Exhibit No. 20," was received in evidence.)

Q. (By Mr. Seebirt): What was the next time that you had any contact, connection or conference with the Michiana?

A. On September 28th, 1937 a communication was received from the Michiana Association signed by Mr. Holmes and Mr. Denman, requesting a meeting on October 1, advising us of the fact that they had also attached a certificate or an affidavit executed by the secretary
2146 of the Association in regard to membership, or numbers of members.

Q. Now, this communication bears the date of September 28, 1937 and as you say has some affidavit with reference to numbers of members before that time.

Had you or Mr. English, or you and Mr. English together raised any question with Michiana as to how many they represented, how many members they had?

A. We had.

Q. Do you remember what was brought out in that conference?

A. At the conference it was brought in—

Q. Oh, is it set forth in these minutes?

A. It is set forth in those minutes. The question was raised as to that in those minutes.

Mr. Seebirt: I will have the reporter mark these two Exhibits.

(Thereupon, the documents above referred to were marked "Respondent's Exhibits 21, and 22," for identification.)

Q. (By Mr. Seebirt): I show you two Exhibits, being Respondent's Exhibits Numbers 21 and 22, and ask you if those are true and correct photostatic copies of the documents you have just now mentioned?

A. They are.

Q. Were they attached to each other when they were presented to you?

2147 A. They were attached.

Mr. Reynolds: No objection.

Trial Examiner Dudley: Well, which is which?

Mr. Seebirt: Exhibit 21 is the letter from the Association signed by its president and secretary to Mr. Thomas F. English, and No. 22, is the affidavit.

Trial Examiner Dudley: What is the date?

Mr. Seebirt: They bear date of September 28th. I notice the Exhibit No. 22, the affidavit, is signed by Mr. R. E. Denman, before William E. Voor as a notary public, is that correct?

The Witness: That is correct.

Q. (By Mr. Seebirt): Did you have anything to do with the preparation of that document?

A. I did not.

Q. Yes. Did Mr. English have anything to do with it?

A. He did not.

Mr. Seebirt: We are offering Exhibits Numbers 21 and 22 in evidence.

Trial Examiner Dudley: Any objection?

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I will admit both of the Exhibits, Numbers 21 and 22 of the Respondent as offered.

(The documents above referred to, heretofore
2148 marked for identification "Respondent's Exhibits 21 and 22," were received in evidence.)

Q. (By Mr. Seebirt): Now, do you know whether on that day Mr. English wrote a letter to Michiana in response to Exhibit No. 21?

A. He wrote a letter, yes.

Q. Do you have a copy of that letter?

A. I have a copy of the letter.

Q. Did you see it before it was sent out?

A. Yes, I saw it before it was sent out.

Mr. Seebirt: Mark this 23.

(Thereupon, the document above referred to was marked "Respondent's Exhibit No. 23," for identification.)

Q. (By Mr. Seebirt): I show you Respondent's Exhibit No. 23, and ask you to tell what it is.

A. A letter signed by Thomas F. English, vice-president and general manager, to Michiana Electrical Utility Workers Association, in which—

Q. You need not give the contents of it.

Q. (By Trial Examiner Dudley): Give the date, will you, please?

A. This bears date of September 28th, 1937.

Q. (By Mr. Seebirt): Pardon me. Is it the letter or is it a photostatic copy?

2149 A. This is a photostatic copy.

Mr. Reynolds: No objection.

Mr. Seebirt: The Respondent offers in evidence the Exhibit No. 23.

Trial Examiner Dudley: There being no objection, I admit the Exhibit as offered.

(The document above referred to, heretofore marked for identification as "Respondent's Exhibit No. 23," was received in evidence.)

Mr. Seebirt: Does your Honor want to look at these as I introduce them?

Trial Examiner Dudley: I don't think so. It should slow up the proceeding. I will have plenty of time to look at them later.

Q. (By Mr. Seebirt): Do you remember when you next had a meeting with the committee or any of the members of the Michiana?

A. We had another meeting with them, that is myself and Mr. Thompson, Mr. English was not present, on October 1, 1937.

Q. Who were the members of the committee that you met with?

A. The members of the committee were Mr. Holmes, Mr. Edgell, Mr. Denman, Mr. Collins.

Q. And did you make minutes of that conference?

A. The minutes were made by Miss Holmberg.

Q. And again, is that just the substance of the
2150 things that were said in that conference, or is it an exact statement?

A. It is word for word as it was discussed at the meeting.

Q. And in your belief and judgment is it a true and correct transcript of what took place there?

A. It is.

Mr. Seebirt: Yes. The Respondent offers in evidence its Exhibit No. 24.

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I admit Respondent's Exhibit No. 24, as offered.

(The document above referred to, was marked "Respondent's Exhibit No. 24," and was received in evidence.)

Q. (By Mr. Seebirt): What is the next occasion that you received any communication or sent out any communication in reference to the Michiana?

A. If you will permit me, I will state that those minutes, at the time of the conference, certain discussion was had in regard to pay. Those matters were, upon Mr. English's return, submitted to him and on the 18th of October, 1937, Mr. English submitted a memorandum having reference to an offer of an increase of pay.

Mr. Seebirt: Mark this, please.

(Thereupon, the document above referred to was
2151 marked "Respondent's Exhibit No. 25," for identification.)

Q. (By Mr. Seebirt): I show you Respondent's Exhibit No. 25 and ask you whether that is a true and correct copy of the offer as made by Mr. English?

A. It is.

Q. Now, it is not addressed to anyone. I ask you to inform us to whom if anyone was it delivered, that is, I mean, anyone representing Michiana?

A. It was delivered, I cannot state directly, but I am rather of the opinion that this went to Mr. Voor.

Q. You think it went to Mr. Voor?

A. I think it went to Mr. Voor.

Mr. Seebirt: The Respondent is offering its Exhibit No. 25.

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I admit the Exhibit as offered.

(The document above referred to, hertofore marked for identification "Respondent's Exhibit No. 25," was received in evidence.)

Q. (By Mr. Seebirt): And thereafter did you receive any letter or communication from Mr. Voor?

A. We received a communication from the Association.

Q. Under what date?

2152 A. Under date of October 29th, 1937.

Q. Let me see that.

A. That is a copy.

(The document above referred to was marked as "Respondent's Exhibit No. 26," for identification.)

Q. (By Mr. Seebirt): Is this Exhibit No. 26, a true photostatic copy of the letter which was received at your office?

A. It is.

Mr. Seebirt: We now offer the same in evidence.

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I admit the Exhibit as offered.

(The document above referred to heretofore marked for identification as "Respondent's Exhibit No. 26," was received in evidence.)

Q. (By Mr. Seebirt): What is the next communication received by you from Michiana or from any of its agents or officers?

A. Mr. English addressed a communication on November 10th to Mr. William E. Voor.

Q. That was not received from them, it was sent to them?

A. It was sent to them.

Q. Yes, and do you have a copy of that communication?

A. There is the copy of Mr. English's communication.

Mr. Seebirt: Mark this.

2153 (Thereupon, the document above referred to was marked "Respondent's Exhibit No. 27," for identification.)

Q. (By Mr. Seebirt): I show you a paper marked Respondent's Exhibit No. 27 and ask you whether or not that is a true and correct copy of that communication?

A. It is.

Q. And did you see the original before it was sent out?

A. I saw the original before it was sent out.

Q. Did you deliver it personally to Mr. Voor?

A. I did not.

Q. You think that went through the mail?

A. I think it went through the mail.

Mr. Seebirt: The Respondent offers its Exhibit No. 27.

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I admit the Exhibit as offered.

(The document above referred to, heretofore marked for identification "Respondent's Exhibit No. 27," was received in evidence.)

Q. (By Mr. Seebirt): What is the next communication that was received by your office or that of Mr. English from Michiana or that you sent out to Michiana, either one?

A. The next that we received is a letter dated December 28th, from Mr. Voor in reference to Mi-

2154 chiana.

Mr. Seebirt: Mark this.

(Thereupon the document above referred to was marked "Respondent's Exhibit No. 28," for identification.)

Q. (By Mr. Seebirt): I show you a photostatic copy here which is marked Respondent's Exhibit No. 28 and ask you if this is a copy of the letter you referred to?

A. It is.

Q. Is the original in your files?

A. It is.

Mr. Seebirt: The Respondent offers the Exhibit in evidence.

Mr. Reynolds: No objection.

Trial Examiner Dudley: There being no objection, I admit the Exhibit as offered.

(The document above referred to, heretofore marked for identification "Respondent's Exhibit No. 28," was received in evidence.)

Q. (By Mr. Seebirt): Later than that did either you or Mr. English or both of you have a meeting or conference with Mr. Voor?

A. I had a conference with Mr. Voor.

Q. Is there a memorandum of that meeting?

A. I made a memorandum of what Mr. Voor asked at that meeting.

Q. Yes. That however is not a stenographic
2155 report?

A. It is not, merely a memorandum.

Q. And it consists of minutes that you made thereafter, is that it?

A. It does.

Mr. Seebirt: Now, we are willing to offer the same, but perhaps it is not the best evidence.

Q. (By Mr. Seebirt): Will you tell the Examiner of what you recollect was said and what was done at that conference?

A. At that conference that I had with Mr. Voor there had been negotiations in regard to a working agreement or contract, and, as the Exhibits have shown previously, we had submitted to them what we had termed a declaration of policy, it was not a contract.

At this conference with Mr. Voor, Mr. Voor set forth

several things that he stated the Association were demanding and insisting upon.

The first was that a contract of some kind be immediately prepared. Then he wanted an answer to the provisions of the agreement as submitted by the Association, an answer yes or no.

Another thing, that was the employment of a contractor for maintenance work, which it was stated that they had no objection of complement of workers is not decreased.

The fourth item was as to the way of reviewing recommendations of various foremen in case of
2156 advancement.

The fifth was tree trimmers and the sixth had to do with hours of work.

The seventh had to do with hours of work between seven and six, they requested time and a half after a man had worked eight hours.

The eighth was the rules and regulations published by the company, they wanted the rules and regulations published so that they would know what rules they had to live up to.

Q. Now, before that date, had there been a declaration of policy evolved and put into written form by the company?

A. It had.

Q. Do you know what period of time that declaration of policy was created over? Was it done in one day?

A. Oh, no, no, it was not. It was the result of several weeks preparation.

Q. What was the purpose and intent of this company in forming a declaration of policy to submit to the employees?

A. The question was as to whether it should be in that form or in the form of a contract.

Q. And did you rather desire that it should be accepted as a declaration of policy instead of a contract?

A. We did.

Q. Now, who was it assisted you in drafting that declaration of policy?

A. Mr. Deahl.

2157 Q. Do you know whether or not in the formation of it he at times say Mr. William Voor, the attorney?

A. He did.

Q. That is, at least, he told you so?

A. Yes, and I think that I also talked somewhat with Mr. Voor about it.

Q. Was the receiving by the Association of a mere declaration of policy acceptable to Mr. Voor?

A. It was not.

Q. Did he tell you so?

A. The Committee told us so, or the Association told us so.

Q. Well, in this?

A. Well, the declaration, his letter refers to, his last letter, Mr. Voor's letter there refers to it and in this at this time Mr. Voor said that they wanted a contract.

Q. In the formation of the declaration of policy did you and Mr. English have a good many conferences with Mr. Deahl?

A. We did.

Q. And did you in those conferences hope and expect that it might be accepted?

A. We did.

Q. And it was submitted by you in good faith, was it?

A. It was.

Q. By the way, that last letter that you have spoken of or rather the minutes of a conference with Mr.

2158 Voor has no date on it.

A. There is no date, as I recall, no date on it, no.

Q. Can you give the Examiner approximately about what date it was?

A. As I recall it, sometime in January, 1938.

Q. What was the next time that you had any communication with the Michiana?

A. As the result of these conferences and negotiations, on the 5th day of February and after submission to Mr. Voor and consideration by him, and modification back and

forth, we executed an agreement with the Michiana Electrical Utility Workers Association.

Q. In this hearing has that been commonly known as the working agreement?

A. It has been called the working agreement.

Mr. Seebirt: This is off the record.

Trial Examiner Dudley: Off the record.

(Discussion off the record.)

Trial Examiner Dudley: On the record.

Mr. Seebirt: It is now stipulated by and between the parties that the last eight pages of Board's Exhibit No. 13 are a true and correct copy of the contract which the witness has just referred to.

Mr. Reynolds: That is right. I believe that provides for incorporation by reference of a later agree-
2159 ment too, does it not? The one made on the 5th of February- provides that this later agreement be made a part of that when it is entered into.

The Witness: Yes, that is true, Mr. Reynolds.

Q. (By Mr. Seebirt): Now, what was the next communication that you made to Michiana or it made to you?

A. Under date of March 1, 1938, Mr. Thomas F. English submitted to the Association a classification of employees.

Q. Now, had that been required by the working agreement that you have testified to?

A. It was. It was provided for.

Q. Is this a photostatic copy of it?

A. This is a photostatic copy and when it was returned the acceptance had Mr. English's signature thereon, the one that he issued, March 1st, the acceptance being dated March 22nd. There are really two Exhibits there, or one, if you take it—

Q. Well, they are offered as one Exhibit.

A. This is made a part of their letter, Mr. Seebirt. if you will read the letter.

Mr. Seebirt: Mark these, please.

(Thereupon, the document above referred to was marked "Respondent's Exhibit No. 29 and 30," for identification.)

Q. (By Mr. Seebirt): Now I show you Respond-
2160 ent's Exhibit No. 29 and ask you if this is a true and correct copy of the classification of employees as submitted by Mr. English?

A. It is.

Q. I show you Respondent's Exhibit No. 30 and ask you to state what that is?

A. That is an acceptance of the classification as submitted, by the Michiana Electrical Utility Workers Association.

Q. That acceptance bears date of what?

A. That bears date of March 22nd, 1938.

Q. And the first bears date of what?

A. March 1, 1938.

Q. Was this Exhibit No. 30 received at your office or the offices of the company?

A. It was.

Q. Do you know whether it was received by mail or did some person bring it to the office?

A. It is my recollection it was delivered.

Q. Do you know by whom?

A. No, I do not.

Mr. Seebirt: The Respondent now offers its Exhibits Numbers 29 and 30.

* * * * * * * * * *

Q. (By Mr. Seebirt): Did you have some meet-
2161 ing with some committee of the Michiana along about July 22nd?

A. We did.

Q. And who was present at that meeting?

A. Representing the Association was Mr. Holmes, Mr. Collins, Mr. Edgell and Mr. Ludington, and representing the company was Mr. English and myself, to which certain others in response to a request of the Association were called in, Mr. Mudge, Mr. Dilley, Mr. Sill, Mr. Gerard, Mr. Schmidt, Mr. Peterson, Mr. Wolf, Mr.
2162 Loftus and Mr. Rohl.

Q. By the way, Mr. Witness, hasn't that request of the Michiana that certain heads of departments

be present as to grievances, has it not been offered in evidence?

A. Yes, it has been. It was read in the record, I recall.

Mr. Reynolds: It is Respondent's Exhibit No. 13.

Q. (By Mr. Seebirt): I show you Respondent's Exhibit No. 13 and ask you whether that had been received at your office under date of about July 11th, 1938?

A. It had.

Q. And was the meeting which you have now testified to held in response to that communication?

A. It was.

Q. After you received Respondent's Exhibit No. 13 did you or others request the heads of these departments to come in the office for a conference?

A. We requested those people in, yes.

Q. And in that conference did you make notes of the proceedings?

A. I made pencil notes.

Q. I ask you to refer to your pencil notes and state particularly whether they disclose why it was that this committee of Michiana wanted the heads of departments to be present in this grievance meeting?

A. There were several complaints as to the
2163 operation or particularly the time elapsing between the complaint or grievance being filed and the answer, and they stated that the contract fixed a time in which the answer was to be returned, and it was their desire that these men with whom the locals dealt should be in to see the procedure and to be informed that the contract should be lived up to.

Q. In other words, they were complaining about the fact that the heads of the departments and those under them were not functioning, is that it?

A. As rapidly and as promptly as they should be.

Q. I am handing you Respondent's Exhibit No. 31 and ask you whether that is a true and correct photostatic copy of the minutes in longhand that you made at that time?

A. It is, yes.

Q. Have you examined it recently?

A. Only glanced at it, Mr. Seebirt.

Q. Well, in your opinion does it correctly exhibit and disclose those things that you saw took place?

A. It does, yes.

* * * * * * * * * *

Q. (By Mr. Seebirt): Now, Mr. Calvert, before
2164 the formation of the Michiana, do you remember that there was a decision of the Supreme Court of the United States with respect to certain cases which attacked the validity of the National Labor Relations Act?

A. I do.

Q. By the way, are you an attorney at law, duly licensed to practice in the State?

A. I am.

Q. So you were familiar with the action of the Supreme Court, were you?

A. I was.

Q. That was at what time?

A. That was the 12th day of April, 1937.

Q. Thereafter did you and Mr. English do anything with respect to observance of the Act as you understood employers had to observe it?

A. We did.

2165 Q. Did Mr. English obtain any instruments with respect to its construction?

A. Mr. English obtained a supply of bulletins issued by a tax research service which contained comments and interpretations and a copy of the law.

Q. Before these meetings were had as you have described them, did you have a meeting with the heads of the departments with respect to the law?

A. We did.

Q. And were you present at the conference?

A. I was.

Q. Tell the Examiner what was said in general at that?

A. In general, the attention of those present was called to sections 7 and 8 of the Act and they were given these bulletins, told to take them and read them carefully and to study them, and to govern themselves in ac-

cordance with the law as it was set forth therein, and that they should watch their step to see that there would be no violations.

Q. Mr. Calvert, you may state whether you or any officers or executive of the Indiana & Michigan Electric Company has at any time advised, urged, threatened and coerced employees of the company to join and pay dues to the Michiana Electrical Utility Workers Association?

A. I did not.

Q. Do you know of any other officers or agent
2166 of the company doing that?

A. No other officer or agent.

Q. You may state whether or not your company either through yourself or through any other officer or agent of the company, has in many ways favored members in good standing of said Michiana Electrical Utility Workers Association?

A. It has not.

Q. Has your company contributed to the support, financial and otherwise, of this Association?

A. It has not.

Q. Are you familiar with how the money of this company is spent?

A. I am.

Q. And are you sure that none of the money of this company was used to foster or promote this Association?

A. Not one cent.

Q. You are quite well acquainted, I take it, with Ralph Jernegan and William Voor, aren't you?

A. I am.

Q. They have been practicing lawyers in this county for some time?

A. They have.

Q. How long has Mr. Jernegan been here, do you know?

A. Mr. Jernegan, I was admitted to the bar in 1902 and Mr. Jernegan I think was admitted a couple
2167 of years before I. Mr. Voor is a young man, has been here, I couldn't say how many years, because I think I have known him eight or ten years.

Q. What is his firm?

A. Voor and Grant, or Grant and Voor.

Q. And Mr. Grant is the man who was recently elected to Congress in this district?

A. True.

Q. Do you know whether or not he has had a large practice?

A. He has had.

Q. In the representation of labor unions?

A. He has represented, as I understand labor in a number of cases.

Q. Do you know whether or not he has represented a great number of American Federation of Labor Unions?

A. I understand it was the American Federation that he represented.

Q. You may state whether or not at any time either of these gentlemen that you have now talked about have been employed by the Indiana & Michigan Electric Company?

A. They have not.

Q. Has the company ever paid them any compensation whatsoever?

A. Not to my knowledge.

Q. Yes, and would you know about it?

2168 A. I would.

Q. Have they in any way compensated these men for their part in the organization of the Michiana Electrical Utility Workers Association?

A. In no way.

Q. Has your company, either through yourself or through any other officer or agent, done anything to discourage membership in any other union than Michiana?

A. It has not.

Q. Have you or Mr. English or any other officer of your corporation questioned employees concerning their union affiliations?

A. It has not.

Q. Did your company, either through yourself, Mr. Calvert, or anybody that you know of advised, urged and

warned its employees to refrain from becoming or remaining members of the International Brotherhood of Electrical Workers, Local B-9?

A. It did not.

Mr. Seebirt: That is all, I believe.

CROSS EXAMINATION

Q. (By Mr. Reynolds): Do you know whether Mr. Jernegan ever represented any labor unions?

A. I do not.

* * * * * * * * * *

Q. When it came to the time of drawing up
2170 this so-called working agreement, did you have any conferences with the other officials of the company?

A. There were conferences, yes.

Q. How many conferences were there of that kind?

A. Oh, there were conferences between Mr. English and myself and Mr. Deahl daily for—oh, I don't know, maybe a couple of weeks.

Q. Between you three?

A. The three of us, for that matter also Mr. Hill was also sent out and the matter had been taken up by Mr. English with the New York office.

Q. But were there any other local supervisory men that were taken in on this?

A. No.

Q. Is that also true of the supplemental agreement on classification?

A. The only ones that were taken in were for the purpose of information. They had nothing to do with the preparation of the classification.

Q. Now, are all the meetings and conferences that you have had with the Association officers or representatives described in those various minutes which are in evidence here?

A. In the minutes? No, no.

Q. There are some that you have testified to besides those that are in these minutes?

2171 A. There are.

Mr. Thornburg: Just a minute. Do you have reference to the minutes which have been presented in evidence by Mr. Calvert, not minutes of the Association?

Mr. Reynolds: No, I mean the minutes which have been put into evidence after your identification.

Mr. Thornburg: Yes, let's read that question.

(Question and answer read.)

Q. (By Mr. Reynolds): What are the other meetings that are not fully described in the Exhibits?

A. There were meetings, Mr. Reynolds, held with these —this executive committee pertaining to grievances, at which time, at various times grievances were presented to the management.

Q. And that is the executive committee of the Michiana you mean?

A. Yes.

Q. How many times have they met with you, so far as you remember, on grievances?

A. I can't recall the number of times; they have met with me several times at which grievances were presented. I could not recall the number of times.

Q. Would you say that this one meeting of which you have pencil minutes that are in evidence now, was the most important meeting you had on grievances?

2172 A. Not necessarily, for this reason, that the reason that I made these pencil notations was because of the fact that they had asked the attendance of these other people.

Q. I see. That was the only time that they requested that other men be brought in?

A. That is the only time that any other people were in.

Q. And on all the other occasions you and Mr. English were the only representatives of the company?

A. Mr. English and myself generally, and on one occasion Mr. Thompson.

Q. I see. Did you feel it necessary on any of these occasions to consult with other supervisory men in the organization about those grievances?

A. We did not.

Q. You settled them there with the committee?

A. Those were taken under consideration and determined by Mr. English.

Q. Now, are all of the meetings and conferences that you had with the Michiana Association with regard to the working agreement embodied in these minutes which you have identified and which have been offered in evidence?

A. I wouldn't say that all of it is, no. There may have been some that I cannot recall just when the discussions were, but those minutes embody the general discussion, the principal discussion that we had upon
2173 em.

Q. You dealt principally with Mr. Voor, did you not, on the working agreement?

A. Mr. Voor, yes.

Q. Now, would you say that at no time you had no serious disagreements with Mr. Voor about these questions?

A. We disagreed upon what should go in, yes. I would say depending entirely upon what you mean by "serious." We disagreed, we could not agree.

Q. Well, did Mr. Voor make any representations to you that the Association might take certain action if agreement could not be reached?

A. He did not.

Q. Make any threats of any nature?

A. He did not.

Q. Your relationship with him was always on an amicable basis?

A. As far as that is concerned, yes.

Q. Well, did you as Assistant Secretary of the company and Mr. English, with whom you were associated, feel that there was any serious compulsion upon the company?

A. Beg pardon.

Q. Feel that there was any serious compulsion upon the company to accept the Association's view of the matter?

A. We didn't know whether it was compulsory or not. It was a matter of negotiation.

2174 Q. Well, what did you feel was the bargaining

power of the Association? I mean how could they make you come into line, if you didn't see fit to do so?

A. As part of the provisions of the contract it provided that if there could be no agreement reached the matter was subject to arbitration.

Q. Yes, but that contract was not in effect until the negotiations had been completed and it had been executed.

A. No, but that was the purport of it and what was intended.

Q. Well, prior to the execution now, it was not binding upon you, was it?

A. Beg pardon.

Q. It was not binding upon you until after it was executed?

A. No.

Q. Well. before that time is what I am interested in. What did you feel was the compulsion upon you to reach an agreement with Mr. Voor?

A. We didn't feel that there was compulsion.

Q. Well, you finally agreed with him simply because you felt that that was the thing to do, is that right?

A. We finally arrived at what seemed to be a just and equitable proposition, yes.

Q. Why was it that you preferred to have the declaration of policy rather than a contract?

A. If you recall, there had been considerable
2175 discussion as to whether the law provided for a contract, whether there was any necessity under the law for a contract.

Q. That caused you hesitation about entering into a written contract?

A. It did.

Q. In the contract, however, for your own protection you put some kind of a provision about termination upon notice, did you not?

A. The termination provision was during the interim between the signing of this contract and the submission and acceptance of the classification.

Q. Oh, yes.

A. That was a provision as to cancellation by notice.

Q. Now, was there any bargaining or negotiation on the form or description of the classification?

A. There was.

Q. How many meetings did you have for that purpose?

A. With the Association, you mean?

Q. Yes.

A. I should judge that we met three or four times with them.

Q. Who did you meet with then, Mr. Voor?

A. No, we met with Mr. Voor and with the executive committee.

Q. And as a result of these meetings the company drafted a form of classification which it offered to the Association?

A. They drafted a form and submitted it to
2176 them.

Q. And this classification was accepted by the Association? And without any change on the 22nd of March, is that right?

A. After the final draft they took that as submitted and on the 28th gave us a letter of acceptance.

Q. On the 22nd?

A. Or 22nd, whenever that was.

Q. Was there any agreement reached at that particular time as to what men in the employ of the company would fall under the specific classifications?

A. There was not.

Q. Who made that decision?

A. I don't quite understand your question, Mr. Reynolds.

Q. I mean, how was the decision made that John Smith, for example, would be Class A lineman or a Class B lineman?

A. The classification was drawn taken from our records, as they were classified in our office as revised, and each man was delivered—his classification was delivered to him at the time of his pay day.

Q. And that is a function which was performed by the company, the assignment of a classification to each specific employee?

A. It was. Any change would be taken up through the Association, but the function was the company's in making it up, making the assignment as taken from our payroll records.

Q. I see. Now, in this meeting that you and Mr. English had with department heads of the com-
2177 pany on the Wagner Act, did you have any other attorney present with you at that meeting?

A. No.

Q. You explained the Wagner Act to the men?

A. Explained it as best I could. None of us had yet—

Q. With the help of those pamphlets from the tax service?

A. With the help of those pamphlets and the law.

Q. Who made the decision as to what particular men you should call in and give these instructions?

A. Mr. English.

Q. Did you have any discussion with Mr. English about how far down in the organization you should go to bring the men in?

A. I had no discussion with him.

Q. That was his decision?

A. His decision, and it was our common practice.

Q. So far as you know, Mr. English and you never met in any foremen's meetings or any meetings with distribution engineers or men of that grade?

A. We did not.

Q. I believe that you called in Mr. Livelsberger with that group?

A. He was not.

Q. Was Mr. Dequine given any specific instructions about who he should instruct in this regard, if anybody?

A. He was not.

2178 Mr. Reynolds: That is all

RE-DIRECT EXAMINATION

Q. (By Mr. Seebirt): Just one question, then the Examiner may want to ask some questions.

In September, 1937, do you know the number of employees that the Indiana & Michigan Electric Company had?

A. Yes.

Q. And in giving this number are you excluding the executives and superintendents?

A. I am.

Q. And how many are you excluding?

A. Ten.

Q. And excluding those, what is the number of employees that this company had?

A. 1050.

Q. And in the six months period prior to January 1, 1938, did that vary very much?

A. Six months prior to when?

Q. January 1, 1938?

A. No, not a great deal.

Mr. Seebirt: I wonder if your Honor wants to recess or shall we go ahead?

Trial Examiner Dudley: Off the record.

(Discussion off the record.)

Trial Examiner Dudley: On the record.

2179 Mr. Seebirt: At the suggestion of the Trial Examiner, the Respondent here undertakes that within the next four or five days it will draw a chart of employees and department heads and will submit that to the Trial Examiner and also to the Attorney for the Board not later than Wednesday of next week, and that the document submitted shall be a part of the evidence.

Mr. Reynolds: May we stipulate that it will bear the next Board's Exhibit Number and they may givev it to the reporter and have it marked?

Mr. Seebirt: We can offer that and give it the next Exhibit Number, if you like.

Just give it the Exhibit Number, Respondent's Exhibit No. 32.

That is all, Mr. Calvert.

Trial Examiner Dudley: Thank you very much.

I now admit as Respondent's Exhibit No. 32, the personnel chart when it is available.

Now, I believe you had better send that personnel chart to the reporter.

Mr. Seebirt: All right, Mr. Reporter, before you go give us the directions.

Trial Examiner Dudley: You may hold the Exhibit until it comes and then include it among the Exhibits.

* * * * * * * * * *

THOMAS F. ENGLISH,

2180 a witness recalled by and on behalf of the Respondent, having been previously sworn, was examined and testified further as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Will you state your full name?

A. Thomas F. English.

Q. Where do you live, Mr. English?

A. 3002 Miami Street, South Bend.

Q. Are you connected with the Indiana & Michigan Electric Company?

A. Yes.

Q. In what capacity?

A. Vice-president and general manager.

Q. How long have you been general manager?

A. Since September, 1922.

2181 Q. Have you been general manager of this company all the time you have been connected with it, living in South Bend?

A. Yes.

Q. In other words, you came here from some other property, did you?

A. Yes.

Q. Mr. English, I am referring you to a meeting which you had in your office in the spring of 1937 with Mr. Guy and Mr. Marks. Do you recall that?

A. I do.

Q. Who else was present?

A. Mr. Calvert and Mr. Guy and Mr. Marks.

Q. Have you been present here in court during the last hour and heard the testimony of Mr. Calvert?

A. Yes.

Q. Did you hear his testimony with respect to that meeting with Mr. Marks and Mr. Guy?

A. Yes.

Q. You may state whether or not it was substantially correct as he gave it?

A. I would say it was a correct statement of the conversation.

Q. Is there anything you want to add to it or change?

A. No.

Q. Now, there was a meeting after—or not a meeting, a telephone conversation between you and
2182 Mr. Guy sometime later, wasn't there?

A. Yes.

Q. And do you know where you were when that telephone communication came in?

A. I was in a Turkish Bath House.

Q. What was said over the wire between you and Mr. Guy?

A. Mr. Guy stated that he had an appointment with me, that it had been prearranged. I told him I had no knowledge of it, that someone must be mistaken, and he asked me if I could see him.

Well, I told him I was not in a position to see him at that time. During the conversation I took the opportunity however, of mentioning the fact to him that it had been reported to me that we had had negotiations with the I. B. E. W. and that we were favorable to the I. B. E. W. organizing our employees.

I told him that was not true and he knew it, and believe in the conversation I mentioned Mr Marks' name as circulating that report.

Q. I see. Now, before you made your comment to Mr. Guy over the telephone, you may state whether Mr. George Dequine, who has been a witness here, had made some such report to you?

A. Yes, Mr. Dequine called me by 'phone one morning and stated that it was reported that the management had given consent to the A. F. of L. to or-
2183 ganize the employees of the company.

I told Mr. Dequine that that was not true.

Q. Mr. English, do you remember a subsequent meeting with Mr. Guy over here in the Federal Building?

A. Yes.

Q. And you recall after that conference that Mr. Calvert made notes and minutes of what took place at that meeting?

A. Yes.

Q. And did you have anything to do with checking or approving those notes?

A. Yes, I examined them very carefully, while the conversation was fresh in my mind. Mr. Hill who was also present checked and we agreed that that was a correct statement of the conversation which we had in the Federal Building.

Q. Did you hear Mr. Calvert's testimony here about the different conferences which had been held with committees of the Michiana, with Mr. Voor and with Mr. Holmes and the negotiations that had been held back and forth between you?

A. Yes.

Q. You may state whether or not Mr. Calvert's testimony in those respects, in your opinion, is correct, or whether it is false.

A. I would say it is correct.

Q. Anything you want to add to it?

A. I believe that I attended the meetings with
2184 the Association representative except the two meetings which Mr. Calvert referred to.

Q. I want to ask you whether or not you have made a present day check upon the number of your employees; just answer that yes or no.

A. Yes, I have.

Q. Do you know what the number of employees of your company is right now?

A. Today I couldn't tell you, but at the closing date 1080 odd.

Q. 1080; what was the closing date?

A. I think October, October 31st.

Q. Has your employment during the last year and a half changed very greatly?

A. No, the turnover, my labor turnover is very small.

Q. Yes, But has the total number of employees changed very greatly?

A. Yes, there has been some increase due to some temporary work which we are carrying on, but not any great increase.

Q Well, if it was 1030 or something like that in the latter part of 1937, the increase has not been great then, has it?

A. No, I wouldn't say so. I have some figures here, if I may refresh my memory.

Q. In the last year and a half how many em-
2185 ployees have left the service of the company?

A. 118.

Q. How many of those persons were discharged?

A. Eight.

Q. And what was the term of service of practically all those eight?

A. Oh, many of them were students from the universities.

Q. Now, I am talking about the term of service; what was the term of service. I am not talking about those who resigned. I am talking about those who were discharged.

A. They were temporary employees.

Q. The point that I am trying to bring out is whether or not they were let out and discharged for bad service or for the failure to give service shortly after they were employed or whether or not it was a long time after they were employed?

A. No, many of them were just employed for a short time and their service was unsatisfactory.

Q. Do you take employees on for a test of service for any particular length of time?

A. Yes, we employ them three months.

Q. And were most of those eight laid off within the three months?

A. I would judge so.

Q. Well, don't you know that the facts show that?

A. Well, there are some cases, Mr. Seebirt,
2186 that a man extended his time over two months in addition to the three months.

Q. I am asking about those eight, whether or not it is a fact that most of them were let off within the three months of their temporary test and apprenticeship?

A. I believe so.

Q. Now, what other classes of folks went to make up a part of that 118?

A. Why, our office temporary employment in our office force, students.

Q. Let me direct your attention to married women. Were there a lot of married women let off?

A. Yes.

Q. In that 118?

A. Yes.

Q. Why?

A. It is a rule of our company that we do not employ married women.

Q. Well, when a woman who is employed becomes married what happens?

A. Well, she resigns.

Q. And what about students, do you take on large numbers of students?

A. Yes.

Q. They come particularly from what univer-
2187 sities here?

A. Notre Dame and Purdue.

Q. Do you get a good many from Ann Arbor?

A. Some from Ann Arbor.

Q. Now, do those students work during the summertime or during vacations?

A. Well, yes, students move in to relieve our men who are on vacation during our vacation period.

Q. You ordinarily use them for that purpose?

A. Yes.

Q. And is there a substantial group of those employed in that number you have given?

A. Oh, yes.

Q. And then what makes up another considerable group? I am referring—

A. Our office employees and many women get married of course, and they move out.

Q. I am referring to the fact whether in this company, the kind of business or the public utility of this size and character, whether necessarily there are many temporary jobs in times when men have to be taken on to construct something or build something?

A. Yes, that is true, certain seasons of the year, when our work is outside work we naturally take on added employees and in the fall dismiss them.

Q. Would you say that your turnover for such
2188 a company and such a business as this is great or is small?

A. I would say it is small compared to the number of employees on the payroll.

Q. Mr. English, do you remember in the early part of 1937 having a meeting with heads of departments with respect to observance of the National Labor Relations Act?

A. Yes, I remember it distinctly.

Q. Was Mr. Calvert present at that meeting?

A. Yes.

Q. And generally speaking, what did you and he say to these men that were gathered there?

A. Well, I proposed the calling of the meeting because I felt that with the Supreme Court decision that our men should get some information as to their deportment and carrying on this labor question, and I obtained what information I could in the way of a breakdown of the Act.

Q. Did you in good faith want to observe the law?

A. Absolutely, and I told them so.

Q. Did you give them notice of the Act?

A. I did.

Q. And who was it that talked to them about the Act?

A. Mr. Calvert explained certain sections of the Act and I explained the management's attitude and asked these men to study the Act, study the brief and if there

is any question in their mind to come to the office
2189 and they could consult with Mr. Calvert or if necessary we would call in an outside attorney to explain any question that they might have on their mind.

Q. I want to ask you whether you personally have done anything whatsoever to advise, urge, threaten and coerce the employees of your company to join and pay dues to the Michiana Electrical Utility Workers Association?

A. I have not.

Q. Have you personally done anything to favor members in good standing of said Association?

A. I have not.

Q. Have you contributed any money to the support of said Association?

A. I have not, no.

Q. Have you given anything of value to encourage it, I mean any property or anything of that sort?

A. No.

Q. Have you in any way dominated and attempted to control the operation of the Michiana Electrical Utility Workers Association?

A. No.

Q. Have you by your own personal act ever sought to interfere or restrain or coerce your employees not to join some other union such as the International Brotherhood of Electrical Workers?

A. No.

2190 Q. Now, have you done that indirectly in any way?

A. No.

Q. Now, you may state whether or not through the heads of your departments or any other employee or any other person you have sought in any way to encourage your employees to join the Michiana or to restrain or discourage them from joining some other union?

A. No, I have not.

Q. Mr. English, were you here when the Twin Branch plant was built?

A. Yes.

Q. It was built when you came here?

A. Yes.

Q. Did you personally have anything to do with getting together the property that was used and is being used by the plant property out there?

A. I directed the purchase of the property.

Q. And the purchases were made in how many different tracts?

A. Oh, about fourteen different parcels.

Q. What were these properties?

A. Farms, some large farms and some small farms.

Q. And were there some houses on them?

A. Houses and barns.

* * * * * * * * * *

CROSS EXAMINATION

* * * * * * * * * *

Trial Examiner Dudley: I would like to ask a
2194 couple of questions about personnel relationship, Mr. English. You are going to send a chart in, but perhaps you can tell me a little bit now about what that chart will mean when it comes in.

Q. (By Trial Examiner Dudley): In the first place, will you tell me who is your immediate superior?

2195 A. George M. Tidd, President of the Indiana & Michigan Electric Company.

Q. Where does he live?

A. 30 Sutton Place, New York City.

Q. Does he leave to you the work of actually managing the company, as your title general manager would imply?

A. Yes.

Q. You are the one who actually runs the company?

A. I am the executive who runs the company.

Q. And then is he in turn responsible to a Board of Directors?

A. Yes.

Q. Is there any other official in that set up?

A. Well, of course, we have our general counsel.

Q. You mean attorneys?

A. Attorneys, yes.

Q. Now going the other way, I wish you would tell me while you are here, the method you have of supervising the work of these different divisions?

A. Well, I have ten men directly that contact me, oh, daily, when some problem develops. Now, the superintendent of power, Mr. Schmidt, is in charge of power production and building maintenance; Mr. Gerard is system superintendent of operations; Mr. George F. Dequine is superintendent of distribution, Mr. H. T. Sill, superintendent of sub-station construction and
2196 maintenance; R. G. Thompson, office manager; H. W. Riley, general sales manager, Mr. H. P. Omer, division manager Elkhart, Mr. James F. Loftus, Michigan Division Manager with headquarters in Benton Harbor.

Q. Now, let us take Mr. Loftus. Will you tell me what Mr. Loftus' job is?

A. Mr. Loftus is my representative in the Michigan Division, is directly responsible to me, and the technical employees, say for instance your line superintendent, your meter men, they all come under the direct supervision of Mr. Dequine. While the organization in Michigan is a unit, yet there is divided control between the business function and the operating function. The same would hold true of the Elkhart Division.

Q. Now, let us take the Michigan Division; what officials does Mr. Loftus have under him?

A. I wouldn't call him an official. We have a district manager.

Q. All right.

A. Directly under Mr. Loftus.

Q. What did you call Mr. Loftus?

A. Division Manager.

Q. Division Manager, and then under him you have what?

A. District Manager.

Q. I see. Do you have more than one District
2197 Manager?

A. No, just one.

Q. Who is that?

A. Mr. Mudge.

Q. Then whom does he have under him?

A. Well, the district manager's function is more of a business agent to contact the public and—well, I wouldn't say he supervises the engineers, but he coordinates with the operating department to carry on the work of the company. The district manager in the smaller communities spends considerable time in sales promotion.

Q. Does he take care of advertising, for example?

A. Yes, he would place advertising.

Q. And approaching industrial concerns who buy electricity?

A. Oh, yes, contact them. A man in that job, he must be an all around man, must be a good man, because the property is not large enough to have four or five men down the line doing that work.

Q. He is the man who meets the public?

A. He is the man who meets the public and will handle complaints and look after the general business of the company.

Q. Now, I would like to go into a little more of this coordination that he does of the engineers.

A. Are you speaking of the district or division manager?

Q. Well, I would like to hear both.

2198 A. There is a man assigned to the district as an engineer who, while he is on the property there, of course, he is under the district manager, but the supervision in the technical layout work comes through the distribution department, which would be out of the headquarters at Benton Harbor.

Q. Now, that type of man is also under Mr. Dequine, is he?

A. Yes.

Q. Do you have a division engineer who is over your district engineer?

A. Yes.

Q. And then your division engineer reports to Mr. Dequine, does he?

A. Yes.

Q. And he collaborates with the division manager, is that right?

A. Oh, yes, coordinates. Of course, the division manager, I look to him as the representative of the company in the set up of this utility, and there is a man placed, a technical man in these various operating stations, because it is quite difficult for a division man to have the qualifications to design and carry out work, of course, he must have his men to do that, do their supervising through the system and distribution men.

* * * * * * * * * *

RAY M. COLLINS,

2200 a witness recalled by and on behalf of the Respondent, having been previously sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q. (By Mr. Seebirt): Mr. Collins, you were sworn heretofore and testified as a witness in this hearing, didn't you?

A. Yes, sir.

Q. And since that testimony was taken have you made any checks with reference to the number of your members in the last half of 1937? And also at the present time?

A. I did.

Q. And you have your membership cards here, do you not?

A. I have.

Q. Now, before a membership card is placed in that file, what does an employee of the I. & M. Company have to do?

A. Well, it is necessary first to sign an application blank for membership in the Association.

Q. Yes.

A. After your application blank has been signed, your membership for a new member, the group that you work on must pass on it.

Q. Now, I am getting a card, such a card must be signed, I take it?

A. Yes, sir, that must be signed.

Q. Now, referring to Respondent's Exhibit No. 4, I ask you if you know has every person whose card you have, signed such a card as that Exhibit?

2201

A. Not exactly this card. The later card had a different name on it.

Q. Yes.

Trial Examiner Dudley: And that card is Board's Exhibit No. 7.

Mr. Seebirt: Yes.

Q. (By Mr. Seebirt): Yes, that card simply has the name of Michiana Electrical Workers Association?

A. That is right.

Q. And now the name is what?

A. Michiana Electrical Utility Workers Association.

Q. Now, I ask you whether you have received any letters or written communications from any employee of the Indiana & Michigan Electric Company notifying you or your Association that you shall no longer represent such persons for the purpose of collective bargaining in regard to wages, hours and working conditions?

A. I never have, no, sir.

Q. Have you ever heard of any such notice coming in to your Association?

A. No, sir.

Q. Well, now, since you have testified here have you checked up on this thing further?

2202

A. Well, at the Examiner's request I had the membership cards, the record cards brought in from the divisions.

Q. And also has there been any effort to collect dues since you were last on the stand and bring them up to date?

A. Not to my knowledge, no.

Q. Well, after you rechecked, how many members did you have on or about September 28, 1937?

A. I think I counted 762, if I am correct.

Q. How many do you have now?

A. I think 667.

Q. (By Trial Examiner Dudley): Are these members in good standing?

A. According to the treasurer's report. They don't count them members unless they are in good standing.

Q. That is they are not delinquent in their dues more than three months?

A. No, sir.

Q. And have not failed to attend a meeting for more than four meetings?

A. No, sir.

Mr. Seebirt: I think I have finished.

Mr. Reynolds: No further.

Trial Examiner Dudley: Now, off the record.

(Discussion off the record.)

• • • • • • • • • •

Mr. Seebirt: The Respondent at this time moves
2212 that the complaint be dismissed for the following reasons:

First, that the complaint in this case outside of the charge with reference to Mr. Elkins is so indefinite and uncertain that it does not advise the Respondent as to the nature of the charge, and that it is in direct violation of and directly fails to comply with Section 4 of the Rules of the National Labor Relations Board.

Second, Respondent moves to dismiss the complaint for the further reason that:

A, the charge contained in the complaint, being number seven, has not been proved by relevant evidence such as a reasonable man might accept as adequate to support a conclusion; that it has been established beyond all question that the employment of said Elkins was temporary or to be for only a few months, and that he took the employment with a complete understanding of that condition, and that the evidence establishes the fact that he was discontinued as an employee because the term of service had expired.

Third, that the other allegations of the complaint have

not been proved by such substantial evidence required by law;

That as to each charge therein there is no such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

Respondent moves to dismiss the complaint furthermore for the reason that it was not in its present
2213 form at the beginning of this hearing;

That the Respondent had no reasonable notice to know that the validity of the contract existing between it and the Michiana Electrical Utility Workers Association would be brought into issue in this cause, and therefore, it is not due process to have amended the complaint in such a substantial way during the hearing of the cause.

Fifth, for the reason that all of the allegations in the complaint which have to do with the Respondent here carrying out or performing its contract with the Michiana Electrical Utility Workers Association are immaterial and do not form the basis for a charge under the law, for the reason that it appears from the evidence that there is a contract entered into in entire compliance with and observance of the law by this Respondent with said Association, and that said Association has not been made a party to this proceeding, and that it is a violation of due process to enter any order here which would in any way effect the carrying out of said contract, that it would leave this Respondent in the position that if an order were made requiring it to cease and desist with respect to any longer carrying out its contractual relations with this Association, that the Association might in its turn still insist upon the observance of the contract by the Respondent and could indeed file its case in the Circuit Court of Appeals requiring an observance of the
2214 contract;

That any such order or determination would be without due process of law.

If the Court please, that is all we have to say about this case.

Trial Examiner Dudley: Do you wish this motion to dismiss to be made as a separate motion made on each ground that you have mentioned?

Mr. Seebirt: Well, to be sure of it I will further say that the Respondent makes this motion separately with respect to each of the separate grounds.

Trial Examiner Dudley: I will deny the motion to dismiss the complaint on the ground of it being indefinite. On your three motions, one to dismiss the complaint because the charge has not been proved by relevant evidence, to dismiss the complaint because Elkins' employment was proved temporary and so forth, and to dismiss the complaint because the other allegations are not proved, I will reserve my ruling. The ruling will be contained in the intermediate report that I prepare.

May I ask, do you want a special ruling on these three motions or will you be content if it is merely evident from whatever decision I make?

Mr. Seebirt: I think so.

Trial Examiner Dudley: As long as it is clear.

Mr. Seebirt: I think that you will be required, I
2215 know that you will agree with me, you will be required to cover the points that have been raised.

Trial Examiner Dudley: Oh, certainly, there will be no question after the intermediate report, whatever it may be, about what my decision is on those three points.

As far as the motion to dismiss the complaint is concerned, on the ground that the original complaint did not mention the contract and that a reasonable notice had not been given and subsequently in the hearing the issue of the contract has been raised, I will say to the Respondent that I will now be willing to give Respondent any additional time it may want to answer that allegation.

How much time would you like to have?

Mr. Seebirt: Well, I would say that we have had conferences with Mr. William Voor, attorney for the Association, at the beginning of this hearing, and came to the conclusion that the validity of that contract was not involved in this hearing, and he came to the conclusion that therefore the Association would not enter this matter as a party to it by intervening petition.

I think his Association and he have had the opinion that they were not to be affected in any way by this

proceeding, and the prejudice which comes to the Respondent at this time does not arise out of the fact that sufficient time has not been given so much as it does out of the fact that it is in peril that the contract may
2216 be voided and declared void with respect to it while remaining in full force with respect to the Association.

Trial Examiner Dudley: Well, I thought you had made two motions here, one on the ground that you had not had reasonable notice of the contractual issues, since there was an amended complaint, and that the first was on the ground that the Association was not a party to the proceeding.

Mr. Seebirt: As to that, we have been involved in this trial these two weeks and we have not had a chance to have a conference with Mr. Voor to see whether that situation has changed or whether he would have come in if that had been in the complaint at the beginning, and the prejudice is very largely because of the fact that we find ourselves in the position of having the contract annulled by this Board while some court or some other Board may hold that the Association's contract obligations towards us are still in force and effect.

Trial Examiner Dudley: Are you raising the question as to whether or not the Respondent has had a reasonable notice of the contractual issue?

Mr. Seebirt: Well, I suspect that it must be conceded that if our position here with respect to a lack of due process in that the other contracting party is not a party to this hearing is sound, that it avoids the necessity of further hearing, although it was mentioned during
2217 the course of the hearing, without giving us very much knowledge or notice of the subject.

About the only question in which we would be interested would be the lack of any time to prepare on such question.

Mr. Reynolds: If the Examiner please, I would like to say this, that I think this discussion about this contract is more or less unimportant in this case, for this reason, that before any final order could possibly come down

in this case a period of time is going to elapse necessarily which will not be less than four or five months, judging from experience that the Board has, and with the facilities it does have to dispose of these cases; on March 22nd this contract expires by its very terms, and certainly the company is now on notice as to the fact that the status of this Association is in question, and so I can't see where there is any serious question about this present hearing insofar as any denial of due process is concerned or the fact that the Association was not made a party or anything of that nature.

Mr. Seebirt: Well, in answer to that, of course, I contend that the status of the Association is not in question and cannot be in question, and that that being so, even if there should be an expiration of the contract, both of the parties today have an entire right to renew it.

Mr. Thornburg: Let's assume that the Board for instance has a charge of domination by the Com-
2218 pany; of necessity because of anything in that sort of cease and desist order, I understand it does not necessarily mean the annihilation of the organization. If the case were the A. F. of L., the International Brotherhood and the Board formulated a cease and desist order against a certain Respondent, he has to cease and desist from practices with reference to favoring the A. F. of L., discriminatory practices and so forth, but that does not disband the A. F. of L.

The A. F. of L. is at liberty to contract without such illegal taints.

Trial Examiner Dudley: It is none of my business, but you might consider that even if the Board finds the union was dominated by the Company, it will order the Respondent not merely to cease from its domination, but also to cease from recognition of the union in future.

Mr. Seebirt: It could not possibly do that, if it is a valid contract, could it?

Trial Examiner Dudley: Well, query.

Now, I want to dispose of this if I can. As far as your motion is made on the basis that the Association is

not a party in these proceedings, not having been served with notice and not having intervened, I will deny the motion. I don't think it was necessary for them to have been served with notice or with notices. They have had actual notice, even though I don't think it is necessary; they have had it.

2219 I am not sure whether you are raising the additional point of reasonable notice to Respondent about the issue of contract. I thought you were, and if you are and if you are saying you have not had sufficient notice to prepare on the issue of the contract, then I will give you whatever time you want in addition.

Mr. Reynolds: I understood Mr. Seebirt to say that they were not raising the question of notice to the Respondent on the contract because of what they considered the legal situation to be with reference to the issue of due process, I mean notice to the Association.

Mr. Seebirt: I don't think that we would care to offer any more evidence.

Trial Examiner Dudley: Then you don't want any more time to investigate the case.

Mr. Seebirt: Not on that issue.

Trial Examiner Dudley: All right, I think I have ruled on all your motions except those on which I reserved ruling.

Are there any more motions that you wish to make? Did you wish to amend your pleadings to the evidence?

Mr. Seebirt: No.

Trial Examiner Dudley: Do you have any motions, Mr. Reynolds?

Mr. Reynolds: No motions.

• • • • • • • • • •

BOARD'S EXHIBIT No. 5

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Minutes of meeting of General Council. Meeting held in the Y. M. C. A. Building at South Bend, February 9, 1938. Members present were the executive board. President, George Holmes; Vice President, Taylor Edgall; Secretary, R. E. Denman; Treasurer, Ray Collins.

New members elected to Council also present, as follows: Frank Miles, South Bend; C. E. Daniels, South Bend; O. E. Jefferson, South Bend; Dean Wilcox, Buchanan; C. Eastham, Twin Branch; J. Fisette, Twin Branch; H. E. Ludington, Elkhart and Chas. Hatfield, Elkhart.

Meeting was called to order at 7:30 P. M. by the President, Mr. Holmes. After introduction of members, it was decided to hold election of officers for the ensuing year. All members present were eligible for office except R. E. Denman.

For President, Mr. Holmes was nominated by Frank Miles and seconded by Mr. Wilcox. Motion made and seconded that nominations be closed. Motion carried. Mr. Holmes was elected to office by unanimous vote.

For Vice President Mr. Ludington was nominated by Mr. Collins and seconded by Mr. Hatfield. Motion made and seconded that nominations be closed. Motion carried. Mr. Ludington was elected to office by unanimous vote.

For Secretary Mr. Daniels nominated Mr. Edgall and seconded by Mr. Eastham. Motion made and seconded that nominations be closed. Motion carried. Mr. Edgall was elected to office by unanimous vote.

For Treasurer Mr. Collins was nominated by Mr. Eastham and seconded by Mr. Ludington. Motion was made by Mr. Miles and seconded that nominations be closed. Motion carried. Mr. Collins was elected to office by unanimous vote.

Discussions were then held on ways of improving the Association functions.

Mr. Collins stated that treasurer's reports were not

made regularly. Motion was made by Mr. Edgall and seconded by Mr. Collins that Mr. Miles be appointed to call a meeting of all treasurers for standard instructions, also to appoint Carl Mortenson and two assistants as auditing committee to be present at this meeting. Motion carried.

It was suggested that nominating committee be appointed for all elections of officers. This, however, is to be decided by the members of the groups.

The meeting then discussed the matter of paying bills and it was decided that the by-laws be adhered to by paying all bills by check.

Transfer of members was discussed and it was decided that original card be filed and a new card issued to members future group secretary. This card should show data of members standing.

Discussion was held on the matter of members not in good standing. To clarify the by-law that members not in good standing forfeit his or her rights to consideration by the Association, motion was made by Mr. Edgall and seconded by Mr. Collins that these members may not attend any association meetings or social activities. Motion carried. It was also suggested that each group secretary have a list of members in their group with their financial standing and that all Division secretaries be notified of such suspension.

Due to some misunderstanding some of the officers were of the opinion that new members pay $1.00 initiation fee and that it included their first months dues. This privilege was extended to Charter Members only. New members should pay a total of $1.25 for first month.

Suggestion was made that members be notified of meetings by card. This can be acted upon by the representatives of the group (group officers).

It was decided that all group secretaries be advised of dates that groups in other divisions hold their meetings in order that visitors may attend these meetings. It was also suggested that the minutes of group meetings be exchanged with other groups of same classification in order that any action can be generally known.

Board's Exhibit No. 5

Mr. Holmes stated that a working agreement had been signed by Mr. English on February 5th, 1938. Copies of this agreement will be forwarded to all division secretaries as soon as possible.*

The layoff provision was discussed and the phrase, seniority in that classification and in the location where the curtailment was affected, shall prevail, is not too clear. Can a man transferred to a new classification be laid off regardless of his past seniority. This was not our intention but is to be discussed further before acceptance.

There being no further business meeting adjourned. 10:20 P. M.

R. E. DENMAN, *Secretary.*

* Copies of above mentioned agreement have been mailed. 2-17-38.

January 22, 1938

MEETING OF THE MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

The Executive Committee of the General Council met with our attorney, Mr. Voor, and representatives of the linemen of all districts on January 21st at 8:00 P. M. in Mr. Voor's office in the Associates Building, South Bend, Indiana.

Representatives present were: C. Campbell, Benton Harbor, E. Mangold, Buchanan, J. Miller and E. Clark, South Bend, E. Higgons, Elkhart, D. Strock, Butler, tree trimmers, U. W. Stephens. Visitors, C. C. Meyers, Benton Harbor, Ed Stephens, Buchanan, Mr. Lillard, tree trimmer.

Discussions were held regarding line crews working conditions, hourly rate of pay and number of hours to be worked at straight time. The Declaration of Policy was discussed and compared with the policy agreed upon with the company. Article 8 of proposed agreement read by Mr. Voor, stated that 1½ rate should be paid for all time over 8 hours per day or 40 hours per week. It was

generally agreed that this was more acceptable than conditions in the Declaration of Policy.

Comparison was made between the rate of pay of Indiana & Michigan linemen and linemen of the Bell Telephone Company. Bell Telephone Company linemen receive higher rate of pay and our men consider that they are entitled to a higher rate of pay than telephone linemen. However, it was understood that telephone linemen travel to and from work on their own time. It was generally agreed that our linemen do not wish to sacrifice any working conditions for higher rate of pay at this time.

It was reported that the crew at Benton Harbor was working Saturday and off on Mondays. It was announced by South Bend, Buchanan, Elkhart and Butler representatives that they had no line crews working regularly on Saturdays. It was the general opinion that Benton Harbor should work under these same conditions.

It was also reported that the A. F. of L. had a pension system and that we thought it desirable to have our conditions better than A. F. of L.

The question was brought up about the necessity of obtaining a charter. Mr. Voor explained that a charter is not necessary for an independent organization.

It was decided to investigate why tree trimmers should pay for their own lunches and other expenses while operating outside their own division.

Discussion was held as to length of time an apprentice should serve before receiving regular classification rate of pay.

Mr. Voor announced that under collective bargaining the association would be responsible for employees promoted to different classifications, that the association should be advised of any such action and that if a foreman could not decide to the satisfaction of employee concerned, the association should investigate the case.

It was also suggested that groundmen be classified other than one classification.

An amendment was asked for the proposed working agreement in regard to the company contracting work outside its own employees. These representatives were

of the opinion that all employees in the same classification should receive the same rate of pay in all districts.

Mr. Voor stated that he would re-draft our proposed working agreement and include proposed amendments.

There being no further business, meeting adjourned at 11:00 P. M.

R. E. DENMAN, *Secretary.*

MEETING OF THE MICHIGAN ELECTRICAL UTILITY WORKERS ASSOCIATION

Meeting of the Association Executive Board with their attorney Mr. Wm. Voor and with Mr. English and Mr. Calvert, Friday, January 14, 1938 at 2:00 P. M. The meeting was held in the Conference Room at the company office on Colfax Avenue.

Discussion was held as to the classification which excepted the Sales Promotion Department in our raise of November 1st. The management has consented to reconsider same and if possible to grant this raise.

Mr. English stated that they had been working on our classification but that due to illness of Mr. Thompson they had been delayed. However, he promised to have this completed as soon as possible.

We were informed that the pension system that we asked for could not be fulfilled as the burden of social security tax and pension system combined would be greater than was feasible for them to attempt.

We asked that aliens would not be employed by the company and Mr. English stated that while he did not care to put this in a written agreement they would revise the employment application form so that applicant would have to state whether or not he was a citizen. He also stated that any present employee not an American citizen should apply for naturalization papers.

Mr. English stated that while there has been no contract signed we should turn in any grievances that may arise and that they would be disposed of and that if the amendment to the Wagner Act making unions responsible

for their members actions was enacted, that they would be willing to sign an agreement with this association.

However, we mentioned to him that grievances had been turned in for as long as 30 days and no answers had been given. We stressed the point that we desired an answer on these and that further grievances should be handled more promptly. He promised us that he would give these matters prompt attention.

R. E. DENMAN, *Secretary.*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Michigan Division
January 10th, 1938.

Meeting was called to order at 7:30 P. M. by T. Edgell, President. Roll was called, 41 members being present. The minutes of the previous meeting were read and approved.

The motion was made that the following bills be paid: Telephone calls, $2.35; 2 trips to South Bend, $2.00; postal cards, $1.30. Motion was supported and carried.

Mr. Edgell informed the group that the grievances brought up in our last meeting were not discussed at the Executive Committee meeting due to lack of time, but would be taken care of at the next regular meeting.

REPORTS OF SPECIAL COMMITTEES:

The committee appointed to select dates for our division meetings for the year 1938 reported that they had selected the second Monday in each month.

It was moved and seconded that the above be carried over until next meeting. Motion was carried.

It was moved and seconded that the next regular meeting be held on Tuesday, February 8th. Motion was carried.

Board's Exhibit No. 5

TREASURER'S REPORT:

Membership Fees & Dues August to Dec. 31st, 1937:	
Buchanan District	$ 70.25
Benton Harbor District	203.25
Total Receipts	273.50
Disbursements	211.15
Balance Cash on Hand Dec. 31st, 1937	62.35

It was suggested that a committee be appointed to approach new employees to join the association. H. Riley, H. Jensen and J. Borlik were appointed.

A suggestion was made that every other division meeting be held in the Buchanan District. Mr. Garmire requested that due to present conditions we hold the meetings at Benton Harbor as we have been doing in the past.

There being no further business, the meeting adjourned.

ELIZABETH RUPPEL, *Secretary.*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Meeting held at St. Joseph School Auditorium, January 6, 1938.

The meeting was called to order at 8:20 P. M. by Mr. Wm. Harris, President of the South Bend Division.

As there are 216 members in good standing in the South Bend Division it was necessary that there be at least 54 present to have a quorum. A count was taken and it was found there were 63 present.

The minutes of the last meeting were read, and then a report was given on the last negotiations between the Association and the management. The management submitted their "Declaration of Policy" and the Association answered with letter to the Company dated December 20th, 1937, stating that the document as presented was too incomplete.

Board's Exhibit No. 5

Next nominations were called for election of the President for 1938. The following were nominated and seconded.

Frank Miles and F. M. Henderson.

Motion was then presented that nominations be closed, seconded and passed.

Ballots were then passed out and after they had been counted the votes stood as follows: Mr. Miles 45, Mr. Henderson 17. Mr. Miles was then declared the President and took over the balance of the meeting.

Next nominations for Vice President. The following were nominated and seconded.

Nelson Lambert, E. N. Spahr, F. M. Henderson, Ernest Clark.

Motion was then presented that nominations be closed, seconded and passed.

Ballots were then passed out and after they had been counted the votes stood as follows: Mr. Lambert 13, Mr. Spahr 14, Mr. Henderson 17 and Mr. Clark 19. Mr. Clark was then declared Vice-President.

Next nominations for Secretary. The following were nominated and seconded.

Seth Vandenberg and O. E. Jefferson.

Count of the ballots stood as follows: Mr. Vandenberg 45, Mr. Jefferson 18. Mr. Vandenberg was declared Secretary.

Next nominations for Treasurer. A motion was presented that Mr. Frank Boggs be retained as Treasurer as he had done such a good job of it for the past year. Motion seconded and passed.

Next Mr. Miles brought up the suggestion that some sort of entertainment be planned for the Division. In that there is such a difference in number of ladies and men in the membership, it was wondered if it wouldn't be better to have a stag for the men and a lunch and theatre party for the ladies. Mr. Miles appointed Mr. Knepp as a chairman for this entertainment committee, with the following assistants: Erma Steinfeld, Mr. Fowler, Orval Newport and Mrs. Weston.

Motion next presented that the Declaration of Policy

as presented by the company be read. Motion seconded. By a standing vote of all in favor or opposed, it was voted not to read the document.

Next nominations were presented for representatives to the General Council. It was decided that the first vote would accept the highest as the representative and the next highest as the alternate.

Nominees and number of votes received as follows:

Nelson Lambert 6, Orval Newport 3, Walter Strope 17, C. E. Daniels 28, Eugene Grundy 7, Leo Ringen 2. Mr. Daniels and Mr. Strope declared first representative and alternate.

Nominees and number of votes received for second representative and alternate.

Mr. Fowler 5, Ivan Quick 3, O. E. Jefferson 40, E. N. Spahr 11. Mr. Jefferson and Mr. Spahr declared second representative and alternate.

The Treasurer then gave his report for the year, leaving a total of $140.75 in the treasury.

It was then brought up, in the general discussion, that post cards be mailed to each member to notify them of meetings hereafter. Suggestion accepted and same will be done.

Motion presented, seconded and passed that the meeting adjourn.

Adjourned at 9:45 P. M.

GERALDINE CARLSON, *Stenographer.*

December 21, 1937

The fourth meeting of the Michiana Electrical Utility Workers Ass'n of the Elkhart Division was called to order at 8:00 P. M. on Thursday December 16th, 1937 in the YWCA building by President R. E. Denman. This room was donated by the YWCA to compensate members for moving a piano.

Roll call by Miss Berlin with 36 members present. Minutes of the previous meeting were read and approved.

Mr. Wyburn suggested fining members for lack of at-

tendance at meetings. This suggestion was taken care of by Article 2 of the by-laws.

Mr. Shirley's suggestion of the previous meeting for carrying approval of the by-laws over until the next meeting. A motion was made and seconded that we accept the present by-laws with additions that may arise.

Mr. Shirley asked what the members of the local council could do if their by-laws conflicted with the by-laws of the general council. Mr. Denman said that there could be no change in the present by-laws until the first meeting of the general council in 1938.

Election of officers was held. Owing to the fact that Butler did not present their candidate for President the only members eligible were Mr. Ludington and Mr. Thomas. A vote was taken and Mr. Ludington was elected by a vote of 20 to 16.

For Vice-President Mr. Emmons nominated Mr. Thomas, seconded by Mr. Wyburn. Mr. Bringle nominated by Mr. Thomas, was seconded by Mr. Rosenberger. Mr. Hess nominated Mr. Garver seconded by Mr. Hill. A vote was taken and Mr. Garver was elected by a vote of 17, Thomas 16 and Bringle 3.

For Representative Mr. Denman was nominated by Mr. Rosenberger, seconded by Mr. Pierce. Mr. Frank was nominated by Mr. Hill and seconded by Mr. Hess. Mr. Emmons by Mr. Garver, seconded by Mr. Frank. Mr. Hatfield by Mr. Emmons seconded by Miss Oakes. A vote was taken and Mr. Hatfield was elected by a vote of 20, Emmons 9, Denman 7, and Frank 0.

For Treasurer Miss Hoover nominated by Miss Mishler and seconded by Miss Berlin. Miss Troxel was nominated by Mr. Rosenberger and seconded by Mr. Evans. A vote was taken and Miss Hoover was elected by a vote of 22 to 14.

For Secretary Mr. Evans was nominated by Miss Mishler and seconded by Miss Culp. Mr. Swartzell was nominated by Mr. Pierce and seconded by Mr. Frank. A vote was taken and Mr. Swartzell was elected by a vote of 23 to 13.

Mr. Garver assumed charge of the balance of the meet-

ing in the absence of Mr. Denman, Pres. and Mr. Bringle, V. Pres. Mr. Garver read the Declaration of Principles offered by the company.

There being no further business the meeting adjourned at 9:15.

Respectfully submitted,

K. L. SWARTZELL, *Secretary.*

South Bend, Indiana
December 20, 1937

Indiana & Michigan Electric Company
South Bend, Indiana

Dear Sirs:

The Michiana Electrical Utility Workers Association wishes to acknowledge the receipt of several copies of your "Declaration of Policy," but because of its incomplete character, admittedly so in the declaration itself, it has been deemed advisable to request further expressions from you with reference to certain items.

First of all, the Association believes that the question of classification should be worked out as speedily as possible because the solution of this problem affects many other important provisions of any agreement that might be arrived at between the Company and the Association.

Before any formal action, therefore, is taken by the Association upon your "Declaration of Policy," it is respectfully requested that the Company state its position on:

1. Classification.
2. Pensions.
3. Restricting employment to American Citizens.

The Association would welcome an expression from you with reference to the above enumerated items.

Respectfully yours,

MICHIANA ELECTRICAL UTILITY
WORKERS ASSOCIATION.
By .....

Board's Exhibit No. 5

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKER'S ASS'N.

Date: December 16th, 1937
Unit: Michigan Division

Meeting called to order at 7:30 P. M. by Mr. Edgell. Roll was called, 39 members being present. Minutes of previous meeting were read and approved.

The motion was made and supported that the following bills be paid: 180 postal cards, $1.80. Motion was carried.

Mr. Edgell read the Declaration of Policy submitted by the Company in answer to our proposed agreement. This Declaration was thoroughly discussed by all present.

It was moved and seconded that the Secretary write a letter that the women employees be instructed or have some method for observing safety rules. This letter is to be presented first to the Executive Committee of our Association and then to the Company officials. Motion was carried.

It was moved and seconded that the Secretary take down the grievances brought up at this meeting regarding the proposed agreement and the representative present them at the next committee meeting for discussion and comparison with other properties. Motion was carried.

The grievances are as follows:

ARTICLE II. *Hours of Employment.* It was suggested that inasmuch as the Company did not stipulate whether or not monthly employees should be compensated for overtime in excess of forty hours a week our representative was instructed to take this up as a grievance.

ARTICLE IV. *Duration and Modification of Declaration.* It was suggested that a definite period of time be set for the duration of this Declaration or that it can be revised by mutual agreement.

This being the last meeting of the year, the election of officers was held.

Carl Garmire, Kenneth Wahl, and T. Edgell, the Group Chairmen automatically become nominees for President

according to the By-laws. Mr. Edgell was unanimously elected President by secret ballot.

The nominees for Vice President were Carl Garmire and Kenneth Wahl. Mr. Garmire was unanimously elected Vice President by secret ballot.

It was moved and seconded that last year's officers, E. L. Merriam, Treasurer; Elizabeth Ruppel, Secretary; Max Andrews, Representative to the General Council; and Kenneth Wahl, Alternate; be retained for the year 1938. Motion was carried.

It was moved and seconded that the President appoint a committee of three to select dates for our regular division meetings for the coming year. The motion was carried.

Mr. Edgell appointed Harold Walters, LaMar Blough and Clarence Brown on this committee.

There being no further business, the meeting adjourned at 9:25 P. M.

Respectfully submitted,

ELIZABETH RUPPEL, *Secretary.*

CC: Mr. R. E. Denman
Mr. C. Garmire
Mr. K. Clark
Miss M. Miller

DECLARATION OF POLICY

As a result of collective bargaining between Indiana & Michigan Electric Company (hereinafter called "Company") and representatives of Michiana Electric Utility Workers Association (hereinafter called "Association") and for the purpose of facilitating the adjustment of disputes between the Company and its employees which may arise from time to time, and for the promotion of harmony and efficiency in the departments of the Company, the Company now publishes the following as a *Declaration of Policy* pertaining to working conditions:

Board's Exhibit No. 5

I.

Recognition of Bargaining Agency

The Association having heretofore furnished the Company with satisfactory evidence that it represented in excess of 70% of the Company's employees, the Company on September 28, 1937 recognized the Association as the sole bargaining agent, as contemplated in the National Labor Relations Act, for all Company employees.

II.

Hours of Employment

(1) As to all employees except those receiving a monthly salary, those known as shift and round-the-clock employees, and those who are designated as "exempt employees" (employees who act in an executive, managerial or supervisory capacity and their immediate staffs, outside salesmen in the Sales Promotion Department, demonstrators, right-of-way agents, collectors and investigators, whether on monthly or hourly rate) hours of employment shall be as follows:

(a) Eight hours between the hours of 7:00 a. m and 6:00 p. m. during any day, except Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas, shall constitute a normal working day. Forty hours work during any calendar week, except on Sunday, shall constitute a normal working week.

(b) Employees on an hourly rate who are required to work in excess of eight hours between the hours of 7:00 a. m. and 6:00 p. m. on any normal working day shall receive their regular hourly rate of pay for each hour worked. Such employees who are required to work any other hours of any day, except the holidays mentioned, shall receive one and one-half times regular rate of pay for each hour worked. On said holidays such employees shall receive double rate of pay for each hour worked.

(2) For shift and round-the-clock employees, on an hourly rate, the hours of employment shall be as follows:

Eight hours during such hours of the day as their rotating schedules of hours to be worked may provide and require, shall constitute a normal working day. Forty hours work during any calendar week shall constitute a normal working week. Such employees on an hourly rate who are required to work in excess of eight hours within a continuous eleven hour period beginning with the hour they begin their regular normal working day, shall receive their regular hourly rate of pay. Such employees required to work any other hours of any day shall receive one and one-half times their regular rate of pay for each such additional hour worked.

(3) It is the policy of the Company that employees on a monthly basis of compensation shall not normally work in excess of an average of forty hours per week.

(4) "Exempt employees" are expected to work such hours as their respective positions may require.

III.

Working Principles

(1) Board and lodging of an employee necessarily incurred, when doing Company work at a place other than his usual place of employment, shall be provided by the Company, or the Company may, at its option, return the employee to his usual place of employment.

(2) When an employee is permanently transferred from one Company district to another, and as a consequence the employee desires to change his residence, the Company, at its own expense will cause the household goods and personal effects of such employee to be transferred to his new residence by an agency regularly engaged in such business.

(3) An employee required to do Company work outside of the corporate limits of his respective Company headquarters, shall, at meal times, be either returned to such headquarters by the Company or have his meals provided by the Company.

(4) An employee doing emergency Company work for

more than six consecutive hours shall have the privilege of eating a meal, and for such purpose the Company may, at its option, allow such employee to return to his home or provide such employee with a meal.

(5) In case of illness or during vacation periods, the Company has the right and privilege to transfer employees from one position to another. Should the Company in such cases temporarily transfer an employee to a position of different classification, such transferred employee shall continue to receive pay on the basis of his regular classification.

(6) Employees shall be entitled to receive vacations on the following basis:

(a) An employee in the service of the Company for more than one year and less than three years consecutively, shall receive a vacation of one week and for such time be paid an amount equal to forty hours of his regular time.

(b) An employee in the service of the Company for three or more years consecutively, shall receive a vacation of two weeks and for such time be paid an amount equal to eighty hours of his regular time.

Vacation schedules will be prepared by department heads for their respective employees which shall become effective upon written approval by the Management of the Company.

(7) From time to time the Company shall have the right to make and promulgate general rules and regulations for observance by employees, not inconsistent herewith or inconsistent with the National Labor Relations Act. A disregard or violation by an employee of such rules and regulations or of any safety rules heretofore or hereafter adopted and promulgated by the Company, shall constitute cause for his or her immediate dismissal.

(8) All lay-offs shall be based on seniority and competency. Competency being sufficient, seniority in that classification and in the location in which the curtailment is effected, shall prevail.

(9) All rehirings shall be based on seniority and competency. Competency being sufficient, seniority in that classification and in the location where the curtailment was effected, shall prevail.

(10) Company employees' seniority shall be determined by the length of service from the first date of last continuous employment.

(11) The Company shall have the right to lay off or discharge any employee for reasonable cause. The reason or reasons for any such lay-off or discharge shall be furnished the employee or Association upon request.

IV.

Management

The right to hire and discharge employees and the management of the properties are reserved by and shall be vested in the Company. The Company shall have the right to determine how many men it will employ or retain, together with the right to exercise full control and discipline in the interests of the proper service and conduct of its business.

V.

Employee Benefits

The Company will endeavor to continue in force its employees' insurance and sick benefits program.

VI.

Classification

The Company is making a study of the duties of each employee with the view of establishing an acceptable classification but to date has not made sufficient progress to justify an announcement.

VII.

Grievances

(1) The Company will meet and treat with the duly accredited officials and committees that are elected or selected by the Association upon all questions of grievance that may arise between the Company and its employees.

(2) Insofar as possible, grievances shall be settled between the Company's division manager and representatives of the Association in the particular division in which any grievance may arise.

(3) All local grievances or complaints shall be submitted, in writing, by the Association to the Company's foreman who shall transmit same to his Department Head who shall make his written reply to the Association within ten (10) working days thereafter. If this does not result in an equitable settlement of the grievance, then the Association may forward its detailed written complaint by registered mail to the Company's division manager, who shall make his reply to the Association in writing within five (5) working days thereafter. If this does not result in an equitable settlement of the grievance, then the Association may forward its detailed written complaint by registered mail to the Company's Vice President and General Manager, who shall make his reply thereto in writing within five (5) working days thereafter. If this should not result in an equitable settlement of the grievance, then the same shall be settled by arbitration.

VIII.

Arbitration

Any controversial point arising between the Association and the Company which cannot otherwise be settled agreeably shall be adjusted by arbitration through the medium of an Arbitration Board consisting of a representative of the Association, a representative of the Company and a third person chosen by the selected representatives of the Association and the Company. The Association shall announce the name of its representative at the time of its request for arbitration and within forty-eight (48) hours thereafter the Company shall announce to the Association the name of the Company's representative. The two representatives thus named shall promptly meet and select the third member of the Board. Thereupon the Board shall proceed with a consideration of the question or questions referred to it, and whenever practicable, render its decision in writing within one

calendar week after the appointment of the third member of the Board. The decision of the majority of this Board will be final.

IX.

Duration and Modification of Declaration

The provisions of this Declaration shall continue in force until further notice.

INDIANA & MICHIGAN ELECTRIC COMPANY
220-222 West Colfax Avenue
South Bend, Indiana

November 10, 1937

Mr. William Voor,
Associates Building
South Bend, Indiana

Dear Sir:

At a conference held with you a week or ten days ago, it was stated that Indiana & Michigan Electric Company would endeavor by the 15th of November, 1937, to submit to the Michiana Electrical Utility Workers Association a Declaration of its policy in reference to working conditions and other matters pertaining to the relations of the Company and its employees.

Inasmuch as this Declaration involved certain questions it has been found necessary that such policies receive the consideration of the President and Board of Directors of this Company. Since the promise of submission by the 15th was made to you it was ascertained that Mr. Geo. N. Tidd, the President of Indiana & Michigan Electric Company was not in the United States and that he will not return until after the latter part of the month of November.

Further, a meeting of the Board of Directors of this Company is not scheduled until between the first and tenth of December at which meeting these matters will

be discussed. We are reasonably certain that after this meeting we will be in a position to further bargain with the representatives of the Association.

Very truly yours,

TFE:RH

THOS F. ENGLISH.

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: November 5th, 1937.
Unit: Michigan Division.

Meeting called to order at 7:35 P. M. by Mr. Edgell. Roll was called, 26 members being present. The minutes of the previous meeting were read and approved.

The motion was made that the following bills be paid: Telephone calls, $4.75; 5 trips to South Bend, $5.00; rental of room at Y. M. C. A., $7.00. Motion was supported and carried.

Mr. Edgell informed the group that at a meeting with the Company Officials it was explained that the term "Employees of the Sales Promotion Departments" referred to in the proposed increase included in the Merchandise Dept. salesmen working on commission basis and the Rural Representatives working in the Rural Service Dept. The above mentioned employees are not to receive the 5c per hour raise.

The motion was made, supported and carried that the next regular division meeting will be held on Wednesday, December 8th.

The motion was made, supported and carried that the Secretary notify each member of said meeting by card at least three days prior to meeting date.

The motion was made, supported and carried that at our next regular meeting a definite date be set for our Division Meetings.

Board's Exhibit No. 5

There being no further business, the meeting adjourned at 8:35 P. M.

Respectfully submitted

ELIZABETH RUPPEL, *Secretary.*

CC: Mr. R. E. Denman
Mr. C. Garmire
Mr. K. Clark
Miss M. Miller

Elkhart, Indiana
November 2, 1937

The third meeting of the Michiana Electrical Utility Workers Ass'n. of the Elkhart District was called to order at 7:50 P. M., Tuesday, October 19, 1937, in the YWCA building by Chairman R. E. Denman. Roll call by Miss Berlin, sixty-three present.

Mr. Denman read the proposed contract as per wages with the company.

Mr. Evans suggested setting a starting time for the proposed increase in wages. Mr. Wyburn made a motion to start the increase as of June 1, 1937. Motion was duly seconded and carried unanimously. Vote taken on acceptance of the wage clause of the proposed contract with the company for amount of increase was forty-two for and twenty against acceptance. For starting time of increase fifty-seven for June 1st and five against. Sixty-two votes were cast to include the Sales Promotion Dept. in the increase.

Miss Olson asked when it would be permissible to ask for an additional increase in wages if the present contract was accepted. Mr. Denman stated that nothing has been said concerning the duration of this wage proposal.

Mr. Wyburn asked whether the company would accept the balance of the contract and Mr. Denman stated that the company has agreed to bargain on the working agreement.

It was suggested that anyone having any grievance turn them in at the end of the meeting.

Board's Exhibit No. 5

Mr. Denman read the proposed contract with the company.

There being no further business, meeting adjourned at 9:15 P. M.

Respectfully yours,

K. L. SWARTZELL, *Secretary.*

TWIN BRANCH DIVISION MEETING
of
MICHIANA ELECTRICAL UTILITY WORKERS' ASSOCIATION

Minutes of meeting held November 2, 1937, at the Kosciuzko Hall.

1. Roll call taken. 67 members present. Quorum O.K.

2. Secretary read minutes of previous meeting. No corrections or amendments offered at this time.

3. Secretary gave report of Local Council stating they had agreed to accept the contract offered by the representatives of the Kosciuzko Hall for one year. Briefly the hall contract will state that we will be allowed to have hall four (4) nights a month for seventy-five dollars ($75.00) per year.

4. The entire division members present then worked up the following schedule for Local Group and Division Meetings from suggestions offered:

(a) Local Groups to hold their meeting on Monday and Tuesday nights during the first week of each month that contains a consecutive Monday and Tuesday during the first eight (8) days of the month.

(b) Division meeting to be held one week from the day following the Tuesday night Local Groups meet.

(c) If any of these nights fall on any legal holidays, it will then be necessary to pick some other night that is agreeable to both, or all parties involved in hall contract.

The question of whether or not it was necessary to hold a Local Group Meeting each month was then directed to the President. He answered question by having Section IV, Page 4 of By-Laws read to group present.

Mr. Minker then offered a motion to amend By-Laws to read that Local Group Meetings be discontinued and only have one Division Meeting each month. Motion was seconded by Mr. Wheatly and by a standing vote motion was carried 33 in favor and 25 not in favor.

Mr. M. Smith questioned motion, stating it was not according to Parliamentary Laws and that Mr. Minker was out of order. He suggested Mr. Minker withdraw his motion.

Mr. Minker refused to do so, stating he had been instructed not to withdraw.

President then had Amendment Section of By-Laws read. (Article VII, Page 10). This proved motion and vote out of order at this time.

Mr. Minker then agreed to table his motion to some later date.

5. President stated meeting was open for general discussion and approval of Working Agreement by our Division.

(a) Secretary read Working Agreement in its entirety.

(b) President asked for changes and suggestions:

1. W. Stamm suggested paragraph three of Article V be reworded so it does not include shift workers.

2. Mr. Nelund questioned why the Working Agreement classified the three classes of employees set out in paragraph three (3) of Article VI and not any of the rest of the employees. He could not understand why the Agreement classified these men and gives the Indiana & Michigan Electric Company the right to classify and set rates for the rest of employees.

He was answered that the Company is now pay-

ing these men at this rate and this would not be asking any more than what they are getting now.

3. W. Stamm suggested that paragraph two (2), Article VIII was not worded correct to consider shift men.

4. W. Stamm suggested that paragraphs three (3) and four (4), Article VIII are wrong as it sets up a different rate of overtime for Sunday work for hourly men in comparison for overtime work by shift men on their declared "Sunday of Rest."

5. W. Stamm suggested paragraph seven (7), Article VIII is not worded right. The way it is worded men could stay home if weather was stormy and would expect to be paid for it.

6. W. Stamm suggested paragraph three (3), Article XI is wrong, as the last sentence should not be included until some certain pension plan be worked up.

6. President asked for comments on these suggestions. The entire group of members present agreed that these changes suggested by W. Stamm be written into Working Agreement before the Twin Branch Division will accept Working Agreement.

7. Article II of the By-Laws was read to answer discussion on new members to be taken into our organization. It was decided to let Local Groups govern men that would be asked to join our Association. (Twin Branch Division).

8. We then held discussion what to do with members not in good standing in regards to dues that are delinquent.

F. Kaufmann then offered a motion to let group secretaries warn members not in good standing before they are finally dropped and motion was duly seconded by Mr. J. B. Miller.

9. Mr. G. Collins then read paragraph nine (9) and ten (10), page 3, Article II of the By-Laws.

Board's Exhibit No. 5

10. Secretary read all correspondence between Mr. G. Holmes and Indiana and Michigan Electric Company; also, all correspondence between G. Holmes, National Labor Relations Board, and State Labor Relations Board that Secretary had on file from Mr. G. Holmes.

11. Treasurer reported balance on hand as of Oct. 31, 1937 is $181.01.

W. D. STAMM, *Secretary*,
Twin Branch Division.

South Bend, Indiana.
October 29, 1937.

Mr. Thomas F. English,
Vice-President & General Manager,
Indiana & Michigan Electric Co.,
South Bend, Indiana.

Dear Sir:

The Michiana Electrical Utility Workers Association respectfully informs you, through the undersigned Committee, that your offer of October 18, 1937, granting an increase in pay, effective from and after November 1, 1937, to all monthly and hourly operating employees and office and clerical employees of 5c per hour and excepting the following:

1. Employees receiving $300.00 or over per month.
2. Employees of Sales Promotion Department.
3. Special part-time employees, such as merchant police, etc.
4. Floating common labor employed for special jobs.

Board's Exhibit No. 5

5. Employees whose classification rate of pay has been increased since May 1, 1937.
6. Special unproductive employees;

is hereby accepted.

Respectfully yours,

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION,

By: GEORGE S. HOLMES, President.

By: TAYLOR EDGELL, Vice-President.

By: R. E. DENMAN, Secretary.

By: RAY COLLINS, Treasurer.

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: October 21, 1937
Unit: South Bend Division

The meeting was held October 20th, 1937 at 411 W. Wayne Street.

Meeting called to order at 7:20 by Mr. William Harris, chairman of the South Bend Division. He stated that the purpose of the meeting was to ratify the working agreement as it now stands, and as it was presented to the company.

The meeting was then turned over to Mr. George Holmes, who stated that the most urgent and important clause to be discussed, was the one pertaining to wages, but that he thought it would be a good idea to read the entire agreement before discussing any separate section.

The entire working agreement was then read.

Mr. Holmes then stated that the company had submitted a proposed wage increase, in place of the para-

graph as written into the working agreement. A copy of this proposed increase is attached herewith.

A discussion was then carried on with suggestions for and against accepting this proposal. A motion was then presented that we vote by ballot in favor of, or against, accepting and incorporating into the working agreement, this wage increase proposal.

Mr. Holmes brought out that this did not in any way effect any of the other sections of the agreement, but that the company and the Association would bargain later on all the other clauses of the agreement, but this vote pertained only to the suggested wage increase clause as suggested by the Management.

Ballots were then passed out and the results of the vote were as follows:

In favor of acceptng the attached proposal	58
Against accepting the attached proposal	38

The results from two of the other Division meetings were then given, which were also in favor of adding the company proposal as submitted, to the working agreement.

A motion was then presented that the meeting adjourn. Motion seconded and passed. The meeting closed at 9:00 P. M.

GERALDINE CARLSON, Stenographer.

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: October 21st, 1937.
Unit: Michian Division.

Meeting called to order at 8:25 P. M.

Mr. Edgell explained that the Committee met with Mr. English and Mr. Calvert on Monday, October 18th, at which time Mr. English submitted the following proposal for our consideration.

"Indiana & Michigan Electric Company will increase

the pay of all monthly and hourly operating employees and office and clerical employees five cents (5c) per hour, excepting the following:

1. Employees receiving $300.00 or over per month.
2. Employees of Sales Promotion Department.
3. Special part-time employees, such as merchant police, etc.
4. Floating common labor employed for special jobs.
5. Employees whose classification rate of pay has been increased since May 1st, 1937.
6. Special unproductive employees.

This increase in rate to be effective from and after November 1st, 1937, and shall remain in force and effect until further notice."

This proposal was thoroughly discussed by the attending members.

It was moved and seconded that a vote be taken on the acceptance or rejectance of the proposed increase. The votes were as follows: 55 Yes and 20 No.

There being no further business, the meeting adjourned at 10:20 P. M.

Respectfully submitted,

ELIZABETH RUPPEL,

CC: Mr. R. E. Denman
Mr. C. Garmire
Mr. K. Clark
Miss M. Miller

TWIN BRANCH LOCAL COUNCIL MEETING

Minutes of Local Council meeting, held October 19, 1937, at the Kosciusko Hall. Meeting called to order 7:40 P. M.

Roll call. Members present 110.

Secretary read minutes of previous meeting. No corrections or amendments offered at this time.

Board's Exhibit No. 5

Treasures report by Mr. George Collins:

$329.00 Collected
207.75 Disbursed

$121.25 On Hand

Introduction of officers that were present. The President then introduced Mr. Ray Collins stating that he had all information necessary to conduct and complete this meeting:

Following is briefly what Mr. Collins discussed.

(a) Lengthy and detailed history of organization from beginning to date.

(b) Stated that the C.I.O. had applied for recognition three days before our independent organization filed for recognition. Shortly after that the American Federation of Labor filed for their recognition.

(c) After some trouble to cooperate with the State Labor Board they stated that they had no jurisdiction and that it would have to be handled through the Chicago Labor Board. Before they would recognize our independent organization having the necessary percentage of employees for recognition as sole bargaining agent, they requested a certified list of all paid members in good standing, in the form of an affidavit to the Company and to them. This list was furnished and we actually had 785 + 5 members in good standing.

(d) We then sent complete working agreement to the Company July 16, 1937. They, in turn, forwarded it to the New York Office.

(e) The meeting between Management and Union Officers was held October 18, 1937 from 1:30 P. M. until 5:40 P. M. In regard to Article 9 under Working Agreement, the Management of the Indiana & Michigan Electric Company stated that Article 9 was to be settled first, and then they would continue with the rest.

Board's Exhibit No. 5

Mr. Ray Collins then stated that this was the purpose of this meeting being called. He stated that the Company's increase offer, which was read later, was based on 173 hours per month, or 24 pays per year. He fluently offered a great number of citations and comparisons as to why the Company Management would not agree with Article 9 of working agreement, which, in part, stated that we asked for a 15% increase effective June, 1st. He stated that a secret ballot would be spread tonight to decide in favor or not in favor of accepting the Company's offer in regard to blanket wage increase. He stated that every employee is to be classified by the Company. He then read the following statement that was offered by the Company Management:

"Indiana & Michigan Electric Company will increase the pay of all monthly and hourly operating employees and office and clerical employees five cents (5c) per hour, excepting the following:

1. Employees receiving $300.00 or over per month.
2. Employees of Sales Promotion Department.
3. Special part-time employees, such as merchant police, etc.
4. Floating common labor employed for special jobs.
5. Employees whose classification rate of pay has been increased since May 1, 1937.
6. Special unproductive employees.

This increase in rate to be effective from and after November 1, 1937 and shall remain in force and effect until further notice."

Mr. Collins stated that these six exceptions would not affect over 100 of the Company employees.

A motion was made by Mr. O. Pettijohn and duly seconded by Mr. E. Alberts, that if our Division of our Association accepts, by vote, the blanket increase as stated by the Indiana & Michigan Electric Company dated October 18, 1937, and we later find out that the last general increase in wages made by the Company was after

May 1, 1937, that our acceptance of this blanket or general wage increase offer dated October 18, 1937, would become null and void and that further arbitration would be necessary.

Mr. Donald Heyde then offered a motion to spread the ballot on the Company blanket increase. It was seconded by O. Pettijohn and the motion was carried.

Mr. A. Olson stated that in casting your secret ballot if in favor of blanket increase cast as "Yes" and if not in favor cast as "No." Result of ballots was 75 "Yes" and 35 "No."

Mr. A. Olson stated that the Secretary himself did not receive a copy of the Working Agreement as presented to the Company, or did not know or receive a copy of the offer in regard to blanket increase from the Company, until it was laid upon the table at the meeting and delivered by Mr. Ray Collins. Briefly Mr. Olson apologized for the crude manner in which this matter was handled.

Mr. J. Six questioned what is necessary to carry a vote. He was answered "Majority."

Meeting adjourned at 9:10 P. M.

W. D. STAMM, *Secretary*,
Twin Branch Local Council.
October 21, 1937

October 18, 1937

Minutes of Third Meeting with Management.

The meeting was held in the Conference room at 220 W. Colfax Avenue, with Mr. English, Calvert and Thompson representing the management and the Association represented by the Executive Committee. The meeting started at 1:30 P. M.

Mr. English opened the meeting with a discussion on business conditions in general. Due to business conditions he did not feel that the Company could meet the 15% raise asked by our Association. They would rather make it a more moderate amount and be more sure to

Board's Exhibit No. 5

maintain that level than to make a larger amount and either lay off enough help to cover same or if business did turn for the worse, make a cut in the wage level. He then submitted the following proposal.

"Indiana & Michigan Electric Company will increase the pay of all monthly and hourly operating employees and office and clerical employees five cents (5c) per hour, excepting the following:

1. Employees receiving $300.00 or over per month.
2. Employees of Sales Promotion Department.
3. Special part-time employees, such as merchant police, etc.
4. Floating common labor employed for special jobs.
5. Employees whose classification rate of pay has been increased since May 1, 1937.
6. Special unproductive employees.

This increase in rate to be effective from and after November 1, 1937 and shall remain in force and effect until further notice."

After proposal had been submitted we asked for a retroactive clause which Mr. Calvert stated was unfair to the Company.

They informed us that Mr. Thompson is working on the employees classification, which will be finished as soon as possible.

Mr. English was asked if the wage clause was disposed of, when would the rest of the working agreement be considered. He stated that as soon as the classification was completed the rest of the working agreement would be discussed.

Signed: R. E. DENMAN, *Secretary.*

October 7, 1937

Mr. Calvert informed me today that the management will be ready to meet with the General Executive Committee Friday October 15th, at 1:30 P. M. This was suggested instead of Wednesday October 13th as Mr. English

had intended, because Mr. Thompson could not have his data ready for the working agreement by Wednesday.

Inasmuch as I will be out of town on Friday the 15th, I suggested that the meeting be Monday October 18th at 1:30 P. M. and this date and time was agreed upon for the next meeting.

.....

GC

October 4, 1937

This morning our South Bend attorney, Mr. Voor called on Mr. English to see when we could conclude our working agreement. At the present time Mr. Calvert is in New York City attending a Director's meeting and will not be back in South Bend until the latter part of this week. Upon his return the management will prepare their answer to our working agreement. Mr. English stated that they would make a definite reply to our working agreement Wednesday of next week, October 13th.

On October 7th Mr. Calvert informed us that the management would meet with us Friday, October 15th at 1:30 P. M. instead of Wednesday October 13th because Mr. Thompson could not have his data ready that had been asked for by the management.

Inasmuch as Mr. Holmes was to be out of town on Friday 15th we suggested the meeting be held October 18th at 1:30 P. M. which date was agreed upon for our next meeting.

Signed: R. E. DENMAN, *Secretary.*

To all Workers of the Michiana Electrical Utility Workers Association:

Last Friday, October 1st, the General Executive Committee met with the Management to discuss the working agreement.

Mr. English could not attend this meeting as he was obliged to attend a meeting of the Michigan Public Util-

Board's Exhibit No. 5

ties Commission in Lansing, to consider a case which the Indiana & Michigan Electric Company has had pending before the Commission for some time. In the absence of Mr. English, Mr. Calvert and Mr. Thompson represented the management.

At this meeting we went over the working agreement and explained specifically what the Association had in mind with regard to each demand. At this time I requested that another meeting be held as soon as possible.

This morning, our South Bend attorney, Mr. Voor, called on Mr. English to see when we could conclude our working agreement. At the present time Mr. Calvert is in New York City attending a Director's meeting and will not be back in South Bend until the latter part of this week. Upon his return, the management will prepare their answer to our working agreement. Mr. English stated that they would make a definite reply to our working agreement Wednesday of next week, October 13th.

GH:GC

October 1, 1937

Minutes of the Second Meeting with the Management.

Friday, October 1st, 1937 at 10:30 A. M. the General Executive Committee met with the Management to discuss the working agreement.

Mr. English could not attend this meeting as he was obliged to attend a meeting of the Michigan Public Utilities Commission in Lansing, to consider a case which the Indiana & Michigan Electric Company has had pending before the Commission for some time. In the absence of Mr. English, Mr. Calvert and Mr. Thompson represented the management.

At this meeting we went over the working agreement and explained specifically what the Association had in mind with regard to each demand. At this time we requested that another meeting be held as soon as possible.

Signed: R. E. DENMAN, *Secretary.*

Board's Exhibit No. 5

CIRCULAR LETTER

September 30, 1937

Negotiations of the officers of the Association from the time of first meeting with the Management, August 3rd, 1937 to the time of second meeting with the Management, October 1st, 1937.

After contacting the State Labor Board twice by letter, they advised that they had no jurisdiction on our case since our company operated in two states. They advised us to contact the Federal Labor Board.

We contacted Mr. Williams, Representative of Federal Labor Board and he asked for and was given a copy of the By-Laws, Working Agreement and a list of all applications for membership that had been signed. After about two weeks we wrote asking for the status of our case and he informed us that it would be several weeks before we could expect action and that the company could recognize us without any action of the Federal Labor Board. The correspondence between the Labor Board and our association is on file with the Secretary of the General Council.

Due to the fact that our attorney, Mr. Jernegan was out of the city and was not available at all times, we employed a South Bend attorney, Mr. Voor to help carry on our negotiations with the management.

He advised us that we present the company with an affidavit, stating that we had a substantial majority of employees as members of our Association. On presentation of this affidavit to the company on September 28th, they agreed to accept our Association as the sole bargaining agent for employees of the Company. The Company then agreed to meet with the officers of the Association on Friday, October 1st, 1937.

Signed: R. E. DENMAN, *Secretary.*

Board's Exhibit No. 5

South Bend, Indiana.
September 28, 1937.

Mr. Thomas F. English,
Vice-President & General Manager,
Indiana & Michigan Electric Co.,
South Bend, Indiana.

Dear Sir:

The Michiana Electrical Utility Workers Association, consisting of not less than 750 employees of the Indiana & Michigan Electric Company, has authorized the undersigned to meet with you and other representatives of your company at 10:30 o'clock Central Standard Time, October 1, 1937, in the Conference Rooms of the Company, Two Twenty (220) W. Colfax Avenue, South Bend, Indiana, for the purpose of concluding a working agreement between the company and its employees.

If you, or your representatives, should find it impossible to meet with us at the above stated time, we would appreciate an immediate response from you suggesting some other date that would be satisfactory.

An affidavit duly executed by the Secretary of our Association is presented herewith.

For your information, the Association has retained William E. Voor, of Voor, Jackson & Grant, as its Legal Advisor and, if you wish, you may contact him with reference to this matter.

Respectfully yours,

MICHIANA ELECTRICAL UTILITY
WORKERS ASSOCIATION,
By: GEORGE S. HOLMES, *Pres.*,
By: R. E. DENMAN, *Secretary.*

STATE OF INDIANA, }
COUNTY OF ST. JOSEPH, } ss:

R. E. DENMAN, being first duly sworn upon his oath, deposes and says:

That he is the duly elected, qualified and acting Secretary of Michiana Electric Utility Workers Association,

and that he has charge of the books and records of said Association;

That as of September 27, 1937, not less than 750 of the employees of Indiana & Michigan Electric Company were and still are active dues-paying members of this association, which number of employees this affiant is informed and believes constitutes more than a majority of the total employees of said Indiana & Michigan Electric Company.

Further affiant saith not.

R. E. DENMAN.

Subscribed and sworn to this 28th day of September, 1937.

(SEAL) WILLIAM E. VOOR, *Notary Public.*

My commission expires March 16, 1940.

INDIANA & MICHIGAN ELECTRIC COMPANY
220-222 West Colfax Avenue
SOUTH BEND, INDIANA

September 28, 1937

Michiana Electrical Utilities Workers Association
South Bend, Indiana

Gentlemen:

On behalf of Indiana & Michigan Electric Company management, please be advised that Indiana & Michigan Electric Company is willing to bargain collectively with the employees of the company. The secretary of your Association having certified by affidavit that a substantial majority of the employes of Indiana & Michigan Electric Company are members of the Michiana Electrical Utilities Workers Association in good standing; the management of the company recognizes your Association as the sole bargaining agent for all of the employes of the said company for the purposes of bargaining

Board's Exhibit No. 5

collectively with respect to rates of pay, wages, hours, or other conditions of employment.

This is in answer to your request of May 20, 1937.

Very truly yours,

INDIANA & MICHIGAN ELECTRIC COMPANY,
THOS. F. ENGLISH,
Vice President & General Manager.

TFE:RH

COPY

September 28, 1937

Michiana Electrical Utility Workers Association
South Bend, Indiana

Gentlemen:

On behalf of Indiana & Michigan Electric Company management, please be advised that Indiana & Michigan Electric Company is willing to bargain collectively with the employees of the company. The secretary of your Association having certified by affidavit that a substantial majority of the employees of Indiana & Michigan Electric Company are members of the Michiana Electrical Utility Workers Association in good standing; the management of the company recognizes your Association as the sole bargaining agent for all of the employees of the said company for the purposes of bargaining collectively with respect to rates of pay, wages, hours, or other conditions of employment.

This is in answer to your request of May 20, 1937.

Very truly yours,

INDIANA & MICHIGAN ELECTRIC COMPANY,
(Sgd.) THOS. F. ENGLISH,
Vice President and General Manager.

TFE:RH

Note: Representatives of the company will meet with the officers of our Association, on Friday, October 1st, at 10:30 A. M. to discuss the Working Agreement.

Board's Exhibit No. 5

COPY

INDIANA & MICHIGAN ELECTRIC COMPANY
South Bend, Indiana

September 28, 1937

Michiana Electrical Utilities Workers Association
South Bend, Indiana

Gentlemen:

On behalf of Indiana & Michigan Electric Company management, please be advised that Indiana & Michigan Electric Company is willing to bargain collectively with the employees of the company. The secretary of your Association having certified by affidavit that a substantial majority of the employees of Indiana & Michigan Electric Company are members of the Michiana Electrical Utilities Workers Association in good standing; the management of the company recognizes your Association as the sole bargaining agent for all of the employees of the said company for the purposes of bargaining collectively with respect to rates of pay, wages, hours, or other conditions of employment.

This is in answer to your request of May 20th, 1937.

Yours very truly,

INDIANA & MICHIGAN ELECTRIC COMPANY,
THOS. F. ENGLISH, (Sgd.),
Vice President & General Manager.

Board's Exhibit No. 5

NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION
20 North Wacker Drive
Chicago, Illinois

September 28, 1937

Mr. George S. Holmes,
308 Parkovash Avenue,
South Bend, Indiana

Re: Indiana & Michigan Elec. Co.
Case XIII-C-418

Dear Sir:

Replying to your letter of September 20th, the case that we have against the above named Company is still in the process of investigation. Inasmuch as this investigation is of a confidential nature I am unable to give you any information at this time.

Yours very truly,

LEONARD C. BAJORK,
Acting Regional Director,
By: L. J. DISSER, JR.,
Examiner.

LJD/cg

COPY

NATIONAL LABOR RELATIONS BOARD

20 North Wacker Drive
Chicago, Illinois
September 28, 1937

Mr. George S. Holmes
308 Parkovash Avenue
South Bend, Indiana

Dear Sir:

Re: Indiana & Michigan Electric Company
Case XIII-C-418

Replying to your letter of September 20th, the case

that we have against the above named Company is still in the process of investigation. Inasmuch as this investigation is of a confidential nature I am unable to give you any information at this time.

Yours very truly,

LEONARD C. BAJORK
Acting Regional Director
By (Sgd.) L. J. DISSER, JR.
Examiner

LJD:CG

INDIANA & MICHIGAN ELECTRIC COMPANY
220-222 WEST COLFAX AVENUE
SOUTH BEND, IND.

September 28, 1937

Michiana Electrical Utilities Workers Association
South Bend, Indiana

Gentlemen:

Be advised that representatives of Indiana & Michigan Electric Company will meet with representatives of your Association at 10:30 oclock a. m., October 1, 1937, in the Conference Room of the company, 220-222 West Colfax Avenue, South Bend, Indiana, for the purpose of negotiating with your Association in accordance with the terms of the National Labor Relations Act.

Very truly yours,

INDIANA & MICHIGAN ELECTRIC COMPANY
THOS. F. ENGLISH
Vice President & General Manager

TFE:RH

Board's Exhibit No. 5

COPY

INDIANA & MICHIGAN ELECTRIC COMPANY
SOUTH BEND, INDIANA

September 28, 1937

Michiana Electrical Utility Workers Association
South Bend, Indiana

Gentlemen:

Be advised that representatives of Indiana & Michigan Electric Company will meet with representatives of your Association at 10:30 o'clock A. M., October 1, 1937, in the Conference Room of the company, 220-222 West Colfax Avenue, South Bend, Indiana, for the purpose of negotiating with your Association in accordance with the terms of the National Labor Relations Act.

Yours very truly,

INDIANA & MICHIGAN ELECTRIC COMPANY
THOS. F. ENGLISH (Sgd.)
Vice President and General Manager

TFE:RH

308 Parkovash Avenue
South Bend, Indiana
September 20, 1937

Mr. Herbert Vogt
Nat'l Labor Board
20 N. Wacker Drive
Chicago, Illinois

Dear Sir:

As suggested in our telephone conversation this morning I am writing you for information regarding the present status of our independent union, the Michiana Electrical Utility Workers Association. As president of our union I am constantly plied with questions, which could be more satisfactorily answered if I had a letter

from you stating what action the National Labor Relations Board has taken to date.

Our men know little or nothing of the workings of the Labor Board and would appreciate any detailed information that you may give us. Will you kindly enlighten us on the following points?

1. What is the present status of our case?
2. Do you plan to hold an election for us?
3. Has our case yet been forwarded to Washington?
4. About when can we expect to receive the decision of the National Labor Board in Washington?

Any additional information that you should give us will be appreciated.

Yours very truly,

GEORGE S. HOLMES

COPY

308 Parkovash Avenue
South Bend, Indiana
September 20, 1937

Mr. Herbert Vogt
National Labor Board
20 N. Wacker Drive
Chicago, Illinois

Dear Sir:

As suggested in our telephone conversation this morning I am writing you for information regarding the present status of our independent union, the Michiana Electrical Utility Workers Association. As president of our union I am constantly plied with questions, which could be more satisfactorily answered if I had a letter from you stating what action the National Labor Relations Board has taken to date.

Our men know little or nothing of the workings of the Labor Board and would appreciate any detailed informa-

tion that you may give us. Will you kindly enlighten us on the following points?

1. What is the present status of our case?
2. Do you plan to hold an election for us?
3. Has our case yet been forwarded to Washington?
4. About when can we expect to receive the decision of the National Labor Board in Washington?

Any additional information that you should give us will be appreciated.

Yours very truly,

(Sgd.) GEORGE S. HOLMES

308 Parkovash Avenue
South Bend, Indiana
August 24, 1937.

Mr. Robert C. Williams
Room 1558, 20 Wacker Drive
Chicago, Illinois

Dear Sir:

In compliance with your request I am sending you herewith the following:

Sample Application Card of Michiana Electrical Utility Workers Association.
Alphabetical typed list of signed application cards giving name, address, and occupation of employee, and date card was signed.
Names and occupation of officers of our Association.
Copy of petition to Indiana & Michigan Electric Company asking for sole bargaining rights for all employees of the company.
Copy of minutes covering first meeting with the Management when working agreement was presented.

I had hoped to get this material to you sooner than this, but our stenographer required the past week end and several nights to complete the typing.

Board's Exhibit No. 5

As I suggested to you personally, Mr. Williams, I would appreciate very much the early action of the Labor Board in this question, whether it be an election or just the Board's order establishing our right as sole bargaining agent for all the employees.

Let me know if there is any further information that you desire and I will gladly sent it to you.

Yours very truly,

GEORGE S. HOLMES

COPY

308 Parkovash Avenue
South Bend, Indiana
August 24, 1937

Mr. Robert C. Williams
Room 1558, 20 N. Wacker Drive
Chicago, Illinois

Dear Sir:

In compliance with your request I am sending you herewith the following:

Sample Application Card of Michiana Electrical Utility Workers Association.
Alphabetical typed list of signed application cards giving name, address, and occupation of employee, and date card was signed.
Names and occupation of officers of our Association.
Copy of petition to Indiana & Michigan Electric Company asking for sole bargaining rights for all employees of the Company.
Copy of minutes covering first meeting with the Management when working agreement was presented.

I had hoped to get this material to you sooner than this, but our stenographer required the past week end and several nights to complete the typing.

As I suggested to you personally, Mr. Williams, I

Board's Exhibit No. 5

would appreciate very much the early action of the Labor Board in this question, whether it be an election or just the Board's order establishing our right as sole bargaining agent for all the employees.

Let me know if there is any further information that you desire and I will gladly send it to you.

Yours very truly,

(Sgd.) GEORGE S. HOLMES

GH

DEPARTMENT OF COMMERCE AND INDUSTRIES
STATE OF INDIANA
DIVISION OF LABOR
(Seal)
Room 405 State Capitol
Indianapolis

INDUSTRIAL BOARD
BUREAU OF MINES AND MINING
BUREAU OF FACTORY INSPECTION
BUREAU OF BOILER INSPECTION
BUREAU OF WOMEN AND CHILDREN

THOMAS R. HUTSON
COMMISSIONER OF LABOR

August 12, 1937

Mr. George S. Holmes,
308 Parkovash Avenue
South Bend, Indiana.

In re: Indiana & Michigan Electric Co.
South Bend, Indiana.

Dear Sir:

In reply to your letter of the 11th, please be advised that this department has no authority under the laws of Indiana to conduct an election such as you request.

The only manner in which this division could enter into

this matter would be upon presentation of a written request, signed by all parties concerned.

We would suggest, therefore, that you take this matter up with the National Labor Relations Board, which has a legal right to conduct an election such as you request.

Yours very truly,

THOMAS R. HUTSON,
Commissioner of Labor.

COPY

DEPARTMENT OF COMMERCE AND INDUSTRIES
STATE OF INDIANA
DIVISION OF LABOR

Indianapolis, Indiana
August 12, 1937

Mr. George S. Holmes
308 Parkovash Avenue
South Bend, Indiana

In Re: Indiana & Michigan Electric Company
South Bend, Indiana

Dear Sir:

In reply to your letter of the 11th, please be advised that this department has no authority under the laws of Indiana to conduct an election such as you request.

The only manner in which this division could enter into this matter would be upon presentation of a written request, signed by all parties concerned.

We would suggest, therefore, that you take this matter up with the National Labor Relations Board, which has a legal right to conduct an election such as you request.

Yours very truly,

(Sgd.) THOMAS R. HUTSON,
Commissioner of Labor.

Board's Exhibit No. 5

308 Parkovash Avenue
South Bend, Indiana
August 11, 1937

Members of State Labor Relations Board
Indianapolis, Indiana

Gentlemen:

Under date of August 3, 1937, I wrote you as President of the Michiana Electrical Utility Workers Association asking that you conduct an election among the employees of the Indiana & Michigan Electric Company of South Bend in order to determine that our Association is entitled to act as sole bargaining agent for all employees of the Indiana & Michigan Electric Company by virtue of our Association having a substantial majority of the employees as active members.

As yet I have had no answer to my former letter.

For several reasons it is important that this matter be given consideration as soon as possible. We would appreciate hearing from you by return mail.

Yours very truly,

GEORGE S. HOLMES

COPY

308 Parkovash Avenue
South Bend, Indiana
August 11, 1937

Members of State Labor Relations Board
Indianapolis, Indiana

Gentlemen:

Under date of August 3, 1937, I wrote you as President of the Michiana Electrical Utility Workers Association asking that you conduct an election among the employees of the Indiana & Michigan Electric Company of South Bend in order to determine that our Association is entitled to act as sole bargaining agent for all employees of the Indiana & Michigan Electric Company by virtue of

our Association having a substantial majority of the employees as active members.

As yet I have had no answer to my former letter.

For several reasons it is important that this matter be given consideration as soon as possible. We would appreciate hearing from you by return mail.

Yours very truly,

(Sgd.) George S. Holmes

GH

August 9th, 1937

The monthly meeting of the Division Council of the Michiana Electrical Utility Workers Association was called to order at 7:15 P. M. on Aug. 9th, 1937.

The minutes of the previous meeting were read and approved.

The following bills were submitted and it was moved and seconded that they be paid.

Bond for treasurer	$10.00
12 trips to So. Bend attending meeting—T. Edgell @ $1.00	12.00
1 trip to So. Bend attending meeting—E. L. Merriam @ $1.00	1.00
Two nights hall rent—Y.M.C.A. @ $1.50	3.00
Total	$26.00

Mr. Edgell then explained that the General Executive Committee met with Mr. English and Mr. Calvert, at which time the committee presented the Working Agreement. The Company Management informed the Committee that the C. I. O. had also submitted an agreement, therefore, could not consider our agreement until an election conducted by the State Labor Board was held to determine which organization had the majority of members.

Mr. Edgell read excerpts from the minutes of the General Council Meetings held in South Bend pertaining to the drawing up of the Working Agreement.

Board's Exhibit No. 5

It was moved and seconded that the following motion be presented to the General Council to be added to the Working Agreement: Leave of absences to be granted to employees so that their position and salary will not be jeopardized on their return to work.

It was moved and seconded that the President appoint a committee and hold a special meeting of the employees of the Buchanan District for the purpose of giving them a general idea of what has been going on in the organization. This meeting to be arranged at their convenience.

There being no further business, the meeting adjourned at 8:45 P. M.

Respectfully submitted,

ELIZABETH RUPPEL, *Secretary*

CC: Mr. R. E. Denman
Mr. C. Garmire

308 Parkovash Avenue
South Bend, Indiana
August 3, 1937

Members of State Labor Relations Board
Indianapolis, Indiana

Gentlemen:

We employees of the Indiana & Michigan Electric Co. have organized under the provisions of the Wagner Labor Act an independent union known as the Michiana Electrical Utility Workers Association. We are asking the Indiana & Michigan Electric Company to recognize our Association as sole bargaining agent for all the employees of the company.

As President of our Association I am asking that the State Labor Relations Board hold an election at the Indiana & Michigan Electric Company to determine legally and formally that our Association is entitled to act as sole bargaining agent for all eligible employees of the Company. We have a substantial majority of eligible employees in our Association who have paid their initiation fees.

Board's Exhibit No. 5

We would appreciate having this election held as soon as possible. May I have an immediate answer?

Yours truly,

GEORGE S. HOLMES

COPY

308 Parkovash Avenue
South Bend, Indiana
August 3, 1937

Members of State Labor Relations Board
Indianapolis, Indiana

Gentlemen:

We employees of the Indiana & Michigan Electric Company have organized under the provisions of the Wagner Labor Act an independent union known as the Michiana Electrical Utility Workers Association. We are asking the Indiana & Michigan Electric Company to recognize our Association as sole bargaining agent for all the employees of the company.

As President of our Association I am asking that the State Labor Relations Board hold an election at the Indiana & Michigan Electric Company to determine legally and formally that our Association is entitled to act as sole bargaining agent for all eligible employees of the Company. We have a substantial majority of eligible employees in our Association who have paid their initiation fees.

We would appreciate having this election held as soon as possible. May I have an immediate answer?

Yours very truly,

(Sgd.) GEORGE S. HOLMES

GH

Board's Exhibit No. 5

The first conference between the Company management, Mr. Thos. F. English and Mr. Calvert and the General Executive Council was held in the Company Conference Room on the 2nd floor of the Main Office at South Bend, August 3, 1937 at 10:40 A. M.

Members of the Council present were George Holmes, President, Taylor Edgell, Vice-President, Ray Collins, Treasurer and R. E. Denman, Secretary.

Subject of the Conference was the acceptance by the Company of the working agreement presented by our association.

We were asked by what authority we were presenting the agreement and our answer was, by the consent of the majority of employees.

We were then asked whether that entitled us to sole bargaining rights for all employees or for just our members. We could not answer this legally so meeting adjourned until we could consult our attorney. Meeting adjourned at 11:40 A. M.

Upon consulting our attorney he advised us that we should contact the State Labor Board. We are now waiting for their answer.

(Sgd.) R. E. DENMAN, *Secretary*

Elkhart, Indiana
July 22, 1937

The 2nd meeting of the Michiana Electrical Utility Workers Assn. was called to order at 8:00 P. M., Wednesday, July 7, 1937, by Chairman R. E. Denman.

Mr. Wyburn suggested that instead of expelling an employee for lack of attendance at meetings he be made to pay a small fine.

Mr. Shirley made a motion to carry the approval of the by-laws over until the next meeting. Seconded and carried unanimously.

Mr. Meyers made a motion to use the Conservatory of Music room for two months. Seconded by Mr. Ludington and carried unanimously.

Board's Exhibit No. 5

Mr. Wyburn suggested the length of time for holding meetings during the month be extended. Miss Berlin made a motion to hold meetings once a month on Thursday night. Motion seconded and carried unanimously.

There being no further business meeting adjourned at 8:15.

Yours respectfully,

K. L. SWARTZELL, *Secretary*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: July 12th, 1937
Unit: General Council

Held in Mr. Jernegan's office, called to order by Mr. Holmes at 7:30 P. M. All present except Mr. Denman and Mr. Collins.

Mr. Holmes then proceeded to read the working agreement as it has been written up so far. The following changes were discussed and incorporated in the final draft.

With regard to promotion of company employees instead of bringing in outside labor, it was suggested that an employee in that department where the vacancy arises have preference over an employee from another department.

Then the subject of the company paying the moving expenses when employees are transferred was discussed again. It was suggested that the employee should have the privilege of moving his own goods and the company should pay the bill.

It was next suggested that 40 hrs. a week working time apply to the monthly man as well as the hourly. The monthly man should get paid for overtime as well as the hourly. It was decided to state as follows: All monthly employees working in excess of 40 hours per week shall be compensated therefore.

The following was also added: When an employee is

kept on the job during the normal meal time the company shall agree to pay for that meal.

The next subject discussed was pertaining to citizenship papers and the hiring of only American citizens. It was stated as follows: The Company agrees to hire only American citizens or persons who have taken out their first citizenship papers. Any present employee who is not an American citizen must make immediate application for citizenship papers and in due time shall become a citizen.

It was then suggested that the company shall sign or reject this agreement within one week after presentation.

The meeting adjourned at 10:00 P. M.

No definite date was set for the next meeting.

GERALDINE CARLSON, *Stenographer*

July 1, 1937

The first meeting of the division group of the Michigna Electrical Workers Utility Assn. was called to order at 8:15 P. M. Friday, June 18, 1937 by Mr. Thomas. Mr. Thomas introduced Mr. Henderson of South Bend who took charge of the meeting at this point.

The election of officers was held and Mr. Bringle moved that the President be selected from the three eligible candidates, namely Mr. D. Strock, Mr. H. E. Ludington and Mr. R. E. Denman. This was seconded by Mr. Landon. A secret ballot was taken and Mr. Denman was elected by a vote of 23 to 14.

Mr. Denman assumed charge of the meeting and called for the election of a secretary. Mr. Swartzell was nominated and was seconded by Mr. Bringle. Mr. Frank moved that nominations be closed.

Mr. Bringle was nominated by Mr. Ludington for vice-president. Motion was duly seconded and carried unanimously.

Miss Rose Berlin was nominated by Mr. Pierce for treasurer. Motion was duly seconded and carried unanimously.

Board's Exhibit No. 5

Mr. Denman read the by-laws and discussed the duties of each office.

At this time it was decided that the Elkhart Division be divided into three groups, namely: Distribution Dept., Group No. 1, Butler District, Group No. 2, and Miscellaneous, Group No. 3.

Mr. Denman moved that the delegate and alternate to the General Council be nominated from the three nominated candidates, namely Mr. Thomas, Mr. Wyburn and Mr. Ludington. It was decided at this time that the candidate with the largest number of votes be elected delegate and the one with the next largest number be elected as alternate. A secret ballot was taken and Mr. Wyburn was elected delegate with 12 votes and Mr. Ludington was elected alternate with 10 votes.

Mr. Ludington suggested that the group secretary collect all dues and turn them over to the treasurer.

Mr. Denman suggested getting a copy of the Wagner Act. He also suggested that the group collect suggestions and turn them in to the local Council.

There being no further business the meeting adjourned at 9:00 P. M.

Respectfully submitted,

K. L. SWARTZELL, *Secretary*,
Residence: 126 Bank St.,
Elkhart, Ind.

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: July 1st, 1937
Unit: General Council

Meeting held in Mr. Jernegan's office. Called to order at 6:45 P. M.

Mr. Holmes began the discussion by continuing the working agreement not completed at the last meeting. The first topic discussed was overtime. The following suggestions were made.

Board's Exhibit No. 5

Time and a half should be paid for any work exceeding eight hours per day or 40 hours per week.

Time and a half on Sundays. (This was later changed to read: Double time for Sundays and the six nationally recognized holidays.)

Time and a half for all work performed outside of regular working hours, regardless of whether or not employee has worked those regular hours. Operators whose schedule specifies they work on Sunday, shall have another day (the seventh day after their five consecutive working days) specified as their Sunday.

The time for starting work was mentioned. Would the gangs rather start at 8:00 than 7:00 A. M. It was stated that from comments heard, they are satisfied with the 7:00 o'clock time.

Time should start as soon as employee reports to his department. All travel shall be on company time. There shall be no lost time for stormy and inclement weather. In emergency cases the time shall start at the moment they receive the call. On regular duties time shall start when employee reports to his department. Should be formally worded as follows: All travel for company business shall be on company time. On emergency calls, time shall start when employee received notice of the emergency. It was also suggested that on emergency calls, the minimum time to be turned in should be two hours, at time and a half.

With reference to time off for sickness, it was suggested there should be a clause to the effect that hourly men shall receive regular pay from the company for the first seven days, and thereafter not to exceed fifty-two consecutive weeks (if such employee carries the maximum amount of insurance) and the company shall pay the difference between the regular salary and the insurance (if employee has been with the company for a year or more) provided the employee has a doctors certificate that he is unable to work and is really sick. And that each and every employee shall agree to allow free access to his sickroom, of any nurse or doctor that the company may send.

Board's Exhibit No. 5

The next subject brought up was that the engineers have no starting minimum and no classification steps. It was suggested that the engineers get together and set a minimum and that there be a wage scale for merely college graduates and also a wage scale for college education plus experience. It was wondered why a college education should have prestige over 10 or 15 years of practical experience. It was suggested the company should have a high enough minimum for the college graduate, to do away with the hiring of low paid college graduates in place of keeping on the older employees at high wages and years of practical experience.

Next it was suggested that in times of depression when it is necessary for the company to lay off any employees, that their seniority shall continue when they are recalled for employment. It was suggested there be some time limit set for the period this applies to when the employee is not working.

Next it was suggested that in cases of promotion where qualifications are equal, members of this association shall have preference.

It was then suggested that the following sentence should be incorporated in this working agreement. The Company shall observe all safety rules at all times. It was brought out that there are times when the safety rules say two men should be working on a pole for a certain type of dangerous work, and when there are not enough men in a gang to follow this rule, one man is allowed to go up and work the pole alone.

The Company shall pay the living expenses of workers while they are doing work away from their home location. And that when the job keeps an employee working later than 7:00 P. M. when he is finished the company shall pay his meal. And that no employee shall work for more than six consecutive hours without having the privilege of eating and the company shall pay for this meal.

It was asked do truck drivers just drive the truck or are they to do other work too. This was merely brought up as a question.

Board's Exhibit No. 5

The next subject discussed was a raise in pay. Should it be general or specific. It was finally decided that a general raise should be suggested to bring the wage scale up with the increased cost of living, and that later separate individuals and departments who were underpaid, could be taken care of later when the organization is really operating.

Should the company pay half the telephone bill of employees who are requested by the company to have a telephone. It was suggested that any employee subject to calls for emergency work should only pay half of his bill, the company paying the rest.

It was then suggested that sixty days be given for a pension system to be worked out.

The meeting then adjourned at 10:00 P. M.

Next meeting date not set until all material already collected, can be worked up into working agreement to be voted upon for approval.

GERALDINE CARLSON, *Stenographer*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: June 30, 1937
Unit: General Council

The meeting was called to order at 7:15 P. M. June 29th, in Mr. Ralph Jernegan's office. All members of the General Council were present.

Mr. Holmes then reported that forms were being printed and that when initiation fees were collected, 60% should be turned in to the General Council so that some of the outstanding bills could be paid. This was agreeable to everybody. It was also brought out that some of the minutes had not been distributed and it was suggested that the presidents of the local councils should get after the secretaries to get these minutes sent out.

The following questions were then asked. Can we use

bulletin boards to post notices of meetings, etc. It was stated that this would be taken care of in the working agreement.

Can a stock holder belong to the association. It was brought out that one or two shares of stock does not make a person the Company.

If the organization should disband or break up, what would become of the money in the treasury. It was stated that it would be pro-rated among the members and returned to them.

Mr. Holmes then suggested that the sooner we get this agreement before the management the better it would be so it was suggested if everything was not discussed at this meeting, that we suggest another meeting for Thursday night, July 1, 1937.

Mr. Holmes then proceeded to read excerpts from the working agreement of another company, using only those paragraphs which applied to our company and organizations needs.

The first discussion pertained to the length of time that this contract should be in effect. Either one or two years was suggested and by a vote one year was decided upon. It was then suggested that by mutual agreement, a change could be made any time. Mr. Jernegan suggested the following, "we the Company, party of the first part, and the Association, party of the second part, recognize the right to change this agreement by mutual consent." It was then suggested the following be added:

This agreement could be opened upon immediate notice where the fault complained of arises from a very unusual increase in cost of living, caused by inflation, also war or an act of God.

It was then suggested that a definite time limit be placed upon decisions on grievances and that a time limit be placed for each step. The local group foreman's time was set at two working days, the local council, four working days, and the general council, eight working days. It was suggested that a general clause applying to all three stages be inserted to the effect that all time limits herein

referred to and specified, may be extended by mutual consent. It was brought out that the time should commence at the time of mailing of registered notice which notice shall state in detail the complaint. It should also be part of the agreement that a working day should be definitely defined as follows: It is mutually understood that a working day shall be any day other than Sunday or a legal holiday.

It was also suggested that when it is necessary to appoint an arbitrator, such arbitrator shall be appointed at once, which time was then changed and voted upon to be 24 hours. And that the decision of the arbitration board should be presented within a calendar week.

It should also state in the agreement that said working agreement should be subject to all existing state and Federal laws.

The next subject brought up was that the company should not have the right to put any employee on any special work which paid lower than their regular rate, and not pay them their regular rate for this work.

The question then came up who should be classified as a temporary employee. It was pointed out that some jobs by their very nature are temporary, as construction work and that when that particular job was completed, the employee understood when hired, that he was through. The following definitions were given for both temporary and permanent employees.

A regular employee shall be one who is working in a regular established department of the company for a period of time longer than one year and not employed for any special work which in its nature is temporary.

A temporary employee should be considered an employee of the company working in any department for less than one year or one working on any job considered by the company as special work which by its nature is temporary. It is understood however, that the company may employ anyone in a position as a permanent employee if they see fit.

It was then asked, should a man be demoted to a lesser job after, say 30 years and take lesser pay. It was brought out that if he could be so demoted it would give him a

out that of he could be so demoted it would give him a chance to accept the lower position rather than be fired.

Any employee layed off or fired must bring up his grievance within two weeks or it is automatically closed.

With reference to lay-off, the question was brought up, which shall apply, seniority or ability. It was voted upon to leave out ability and state as follows: Seniority shall prevail.

The matter of vacancies in the company being filled by outsiders instead of giving employees in that or other departments a chance to qualify was next brought up. It was decided to state as follows: all openings must be posted so that other department employees can qualify for this position. And if he fails to qualify after a certain period of time, his old job should still be available to him. The formal wording of same was stated as follows by Mr. Jernegan.

It is agreed by the company that in the event that there is any opening that employees of the company should be notified of such opening and such notice be posted on all company bulletin boards for at least one week and employees of the Company shall be given first consideration for that position, providing ability warrants. In the event such employee is given the new position and is found incapable of filling that position in the judgment of the company he may be transferred to his old position without effecting his seniority rights, but he shall not be discharged.

The next subject brought up was vacation period. It was decided to state as follows: The vacation should be decided taking into consideration seniority rights, men with families of school age and the welfare of the company.

Insurance was next mentioned, but not having an exact copy of the company's insurance methods, it was decided to get all the information available on this and discuss it further at the next meeting.

It was then decided to have the next meeting Thursday, July 1st, 1937 at 6:30 at the same place.

The meeting adjourned at 11:00 o'clock.

GERALDINE CARLSON, *Stenographer*

Board's Exhibit No. 5

June 28th, 1937

The first meeting of the Division Council of the Michiana Electrical Utility Workers Ass'n. was called to order at 8:30 P. M. Friday, June 18th, 1937 by LaMar Blough.

Mr. Blough introduced Mr. George Holmes of South Bend, who took charge of the meeting.

The election of officers was held. According to the By-laws, the four group chairmen, Carl Garmire and Ed. Johnson of Buchanan, Taylor Edgell and Kenneth Wahl of Benton Harbor, automatically became nominees for President. This was put in form of a motion by Mr. Minary. Taylor Edgell was unanimously elected President by secret ballot.

Mr. Andrews nominated Carl Garmire of Buchanan District for Vice President. It was moved and seconded that the Secretary be instructed to cast unanimous ballot for Mr. Garmire. Motion was carried unanimously.

Ed. Merriam, Kenneth Clark and Kenneth Wahl were nominated for Treasurer. The votes were as follows: Mr. Merriam 26; Mr. Wahl 21; and Mr. Clark 10. Although not a majority it was moved and seconded that the Secretary be instructed to cast unanimous ballot for Mr. Merriam. Motion was carried unanimously.

Marie Briney and Elizabeth Ruppel were nominated for Secretary. Elizabeth Ruppel was unanimously elected Secretary by secret ballot.

Mr. Wahl and Mr. Andrews were nominated as additional representatives to the General Council. Mr. Andrews was unanimously elected by secret ballot.

Kenneth Wahl, Albert Snyder, Carl Noren, Frank Maxham and Leonard Edson were nominated as alternates for the representative to the General Council. The votes were as follows: Kenneth Wahl 19; Albert Snyder 15; Leonard Edson 5; Carl Noren 8; and Frank Maxham 8. Although not a majority it was moved and seconded that the secretary be instructed to cast unanimous ballot for Mr. Wahl. Motion was carried unanimously.

It was then suggested that Mr. Merriam select an assistant treasurer. Mr. Merriam selected Carl Garmire as Assistant Treasurer for the Buchanan District.

Board's Exhibit No. 5

There being no further business the meeting adjourned at 9:30 P. M.

Respectfully submitted,

ELIZABETH RUPPEL, *Secretary*

CC: Mr. R. E. Denman

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: June 24, 1937
Unit: General Council

The first meeting of the General Council of the Michiana Electrical Utility Workers Association was called to order at 8:00 P. M. Wednesday, June 23, 1937.

The election of officers was held and Mr. Harris nominated George Holmes of the South Bend Division for President and nomination was duly seconded. Motion was made that nominations be closed by Ray Collins and duly seconded and suggested that the Secretary be instructed to cast unanimous ballot for Mr. Holmes. Motion was carried unanimously.

Mr. Andrews nominated Mr. Edgell of the Benton Harbor Division for Vice President, and was duly seconded. Motion was made by Charles Wyburn and duly seconded that the Secretary be instructed to cast unanimous ballot for Mr. Edgell. Motion was carried unanimously.

Ray Collins was nominated by Mr. Newport for Treasurer. Mr. Harris made the motion that the Secretary be instructed to cast unanimous ballot for Mr. Collins. Motion was duly seconded and carried unanimously.

R. E. Denman was nominated and duly elected by Mr. Edgell. Ray Collins made the motion which was duly seconded that the Secretary be instructed to cast unanimous ballot for Mr. Denman. Motion carried unanimously.

Discussions were held as to hours of work, rates of pay

and classification of employees. The following suggestions were adopted by the Council: all employees must be classified and those who are complaining of and do not know their classification shall be given their classification by the Company, minimum rates for each classification to be given by the Company. Reclassification shall be made at least every three months.

All demands and suggestions for working agreements in any classification or any group must be approved by the General Council.

All Treasurers of local divisions must furnish bonds and we suggest that each division see that their Treasurer gives a Surety Company bond in an amount estimated at twice the amount of money he or she will be likely to handle, the expenses to be paid from funds of local division. It was moved and seconded the Treasurer of the General Council be bonded by Surety Company bond in the sum of $2,000 and the expense of such bond be paid out of General Council Funds.

A motion was made by Mr. Edgell and duly seconded that the President appoint a committee of one to contact sub-station operators in regard to the groups that they should attend. Motion was carried.

It is suggested that each group discuss these minutes and return their comments in order that we may have said comments and any other suggestions at our next meeting.

There being no further business the meeting adjourned at 11:30 p. m.

Respectfully submitted,

(Sgd.) R. E. Denman, *Secretary*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: June 18, 1937
Unit: South Bend Division

Meeting held at the American Legion Home on West Wayne Street.

Board's Exhibit No. 5

The meeting was called to order by Mr. Lambert, temporary chairman and was for the purpose of electing officers of the Local Council and representatives to the General Council.

A question was raised as to whether or not there was a quorum present. (C. Highleyman). It was suggested that the above be entered in the minutes. (R. Robinson).

There were 73 members present which is above our quota.

The nominees for president of the Local Council were as follows: Robert Wynn—Bill Harris—C. W. Beedon.

Bill Harris was elected President of the Local Council of the South Bend Division.

The tellers were G. Carlton, and R. Wetlock.

The nominees for Vice President were as follows: Charles Highleyman, nominated by Bud Spahr and seconded by Newport.

Robert Wynn, nominated by Roy Robinson and seconded by Joe Bogol.

Eugene Grundy, nominated by Jerry Neterer. This nomination was declined by Grundy.

A motion was made and seconded that the nominations be closed. After this the ballots were counted and Highleyman was elected Vice President.

Nominations were then in order for Secretary.

P. F. Durr was nominated for secretary by Gschwindt, and seconded by LaFortune.

A motion was made that the nominations be closed by Daily and Gschwindt.

P. F. Durr was elected secretary by the vote.

A motion was made by E. Grundy and seconded by W. LaVelle that Frank Boggs be nominated for treasurer. A motion was made that the nomination be closed by Daily and Sater. Frank Boggs was then elected treasurer.

The nominations for representatives to the General Council with their nominators, are as follows:

George Holmes, nominated by Clark, seconded by LaVelle.

Harry Carlton, nominated by LaFortune, seconded by Caldwell.

Board's Exhibit No. 5

Ernest Hawk, nominated by Harter, nomination withdrawn.
James Marsh, nominated by Havlin, seconded by Dailey.
Orville Newport, nominated by F. Baker, seconded by Beedon.
Jack Betley, nominated by Bast, seconded by Feasor.

Motion was made that the nominations be closed. Daily, LaFortune.

The representatives to the General Council as elected are:

Holmes 71; Carlton 65; Newport 58; Marsh 48.

Nominations were then in order for the alternates to the General Council.

Seth Vandenburg, by Clark, seconded by Anderson.
W. LaVelle, by Feasor, seconded by Hahn.
Paul Rutshch, by Swartzbaugh, and Daily.
Jim Dailey by Highleyman and Durr.
Vern Dailey, by Shields and Earl Fraig.

A motion was made that the nominations be closed by Sater and Clark.

The alternates to the General Council as elected, are:

Vandenburg 63; Paul Rutsch 52; Jim Dailey 65; Vern Dailey 54.

A motion was made that we adjourn. The meeting adjourned at 9:30.

KATHRYN MAURER, *Secretary Pro-Tem.*

MINUTES

LOCAL COUNCIL ORGANIZATION MEETING TWIN BRANCH DIVISION

June 17, 1937

Approximately 100 members were present at the meeting called to order by Mr. R. Collins at 7:30 P. M., June 17, 1937, at the Kosciuzko Hall.

R. Bates raised the question as to which members were eligible for nomination of president. Mr. Collins quoted the by-laws as saying that the only eligible nominees were

the group chairmen, consisting of the following: L. Quick, N. Crall, H. Shrope, C. Hammond, C. Eastham, M. Collins, C. Emmons, R. Roberts and A. Olson.

A motion was made by Mr. J. Marsh that Mr. Olson be unanimously elected president. A standing vote was taken which elected Mr. Olson president.

The chair was then open for nominations for vice-president. H. Whitmack was nominated by W. Stamm and J. Marsh nominated by C. E. Barrett. A secret ballot elected H Whitmack vic-president.

The chair was then open for nominations for a secretary. W. Stamm was nominated by J. Marsh, D. Greenberg nominated by Mr. Minker, and R. Bates nominated by G. Fuzy. A secret ballot elected W. Stamm secretary.

Nominations were then in order for a treasurer. Mr. G. Collins was nominated by D. Heyde and was unanimously elected treasurer.

It was suggested by Mr. R. Collins that each group meet as soon as possible to form their individual working agreements.

The chair was then open for nominations of two representatives to the General Executive Council. Mr. R. Roberts was nominated by S. Johnson and Mr. R. Collins was nominated by Mr. F. Judson. Both nominees were unanimously elected.

Nominations were then in order for two alternates. The nominations consisted of the following:

Mr. C. VanSkyhawk was nominated by G. Collins.
Mr. C. Eastham was nominated by J. Miller.
Mr. M. Collins was nominated by C. Eastham.
Mr. E. Hoctel was nominated by D. Eggleston.

Mr. C. Eastham and Mr. C. VanSkyhawk were elected by a secret ballot.

The Chairman reminded the members of a change in the by-laws regarding dues. Instead of reading $1.00 initiation fee and $.25 a month dues, the revised by-laws read $.75 initiation fee and $.25 for June dues.

Mr. R. Collins read Section VII, Article III, of the by-laws regarding Grievance Committees.

It was questioned from the floor if a charter had been obtained. No definite information regarding this was available, but as everything regarding the organization is in accordance with the state law it is certain that a charter will be granted. The charter will be applied for as soon as possible.

W. Stamm made a motion that the General Council By-Laws should also govern the local council. The motion was unanimously carried.

W. Stamm also made a motion that the Council should obtain a contract on a hall for a regular meeting place in order to cut expenses. The motion was carried.

It was suggested by Mr. Collins that money from the dues be spent for necessary receipt books, note books, etc.

Introduction of new officers.

The meeting was adjourned at 8:30.

JANE OLSON, *Acting Secretary*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: June 11, 1937
Unit: General Meeting

The meeting was called to order at 8:20 P. M. by Chairman George Holmes.

Mr. Holmes read the minutes of the previous meeting, held May 20th in the same auditorium. The minutes stood approved as read.

Mr. Holmes then suggested that there be no smoking, as it was difficult to take notes and read with the air so clouded with smoke.

The Chairman then announced that Sears, Roebuck and Company had been so good as to install the loud speaker and microphones for the sound system, and that they did it merely for good will and also sent two men to operate the equipment.

He then stated that the first general meeting mentioned

above, had empowered him to select a group of men to make up the by-laws and that he had made the group quite large so that no department or division need feel that they had not had the proper voice in the making of these by-laws. Also that some had come on their own initiative to the meetings for this purpose and that their services were welcomed and no one had been barred from taking part. Two meetings were held in Mr. Jernegan's office, May 28th and June 4th and all the main points were discussed at length which should go into the by-laws. Many conflicting ideas were brought up at these meetings, and the minutes of the meetings were circulated among the employees so that they could discuss these subjects which were brought up for argument. The concensus of opinion was taken on all matters and the completed by-laws were then presented to this group.

Mr. Holmes then proceeded to read the completed by-laws, paragraph by paragraph. He suggested before starting that all questions be held until he had finished, as some question that the employee felt was unanswered in the paragraph read, would be taken up in detail later on. He pointed out that after the by-laws were read, they would discuss and explain the diagram on the blackboard on the stage, which showed a diagrammatic scheme of the organization. He also stated that the question of seniority was left out of the by-laws as this is a matter between the employees and management and not between the employees themselves. The by-laws are the business of the employees and the seniority question would come in the working agreement, which is between the employees and the management.

During the reading he stopped and commented on the paragraph pertaining to dues stating that the handling of money in an organization like this is very important and that after the paragraph on dues, should be added the following: All money received from the members of this association shall be used only for expenses incurred for the benefit of this association. Thus there would be no chance for misuse of any funds.

Board's Exhibit No. 5

He also made other minor comments in explanation of certain paragraphs in the by-laws.

He then called upon Mr. Jernegan to say a few words, so everyone would feel they knew the lawyer who has been advising and assisting the organization of this union.

Mr. Holmes then explained the diagram on the board. Thre were no questions or suggestions.

A motion was then brought before the house that the by-laws be adopted as read. A second to this motion was given.

The operating department representatives then brought forward some discussion as to the shift workers not being able to attend those meetings held when they were on duty. He suggested that the minutes of such meetings be held open until those shift workers were able to vote upon such subjects brought up. He stated that there are about 150 men that would come in this class. He entered this as a motion.

First the motion to adopt the by-laws was withdrawn and also the second was withdrawn until the above motion could be voted upon.

It was then suggested that this shift question could be taken care of in the local groups, they could have their meetings whenever the men could attend. Mr. Jernegan then stated that as the by-laws could only be amended at a general meeting, this shift question related only to the general meetings. He stated that the general meeting subjects should be voted upon by every employee and some arrangement should be made for the shift workers. It was then suggested that a meeting should be held the next morning for the shift workers after someone had suggested that they could send in a written vote. It was stated that if some of the distant district employees could come far for a night meeting it was not asking too much for the shift employees to hold their meeting the next morning to which they could come and vote. It was also suggested they could vote by proxy but as the questions which would come up at the meeting would not be known ahead of time, this was dropped. Mr. Jernegan then

stated that some specific time should be set for the shift employees meeting, and that the motion should be changed to comply with that suggestion. Motion changed and presented, seconded and passed.

The question was then brought up, that the by-laws do not state specifically about the voting after being a member six months. Mr. Holmes explained that the organizers are known as charter members and that this paragraph should state NEW members coming in after the formation of the organization. It was then suggested that a specific date should be set, as for example: All members coming into the association after August 1st, shall be a member six months before having voting power. Someone suggested it should read, all members, exclusive of charter members.

Then the suggestion was brought up that the association should not take the initiation fee and not let the members vote. If they pay their money they are entitled to vote. It was then stated that the new members should not have as much right to vote as the old members who had been with the association a longer time. Then brought up that when foreigners come into the United States they must wait seven years before they can become citizens and vote, and all that time they are paying taxes, so six months is not too long for the new union members to wait after they have paid their dollar. That the new member should have six months to become acquainted with the operation of the association, just as the immigrant has 7 years to prove that the intention he has signified of becoming a citizen shall be carried out in good faith. This period of six months without vote would do away with radicals joining just before a subject is to be brought up, just to vote their way and not as a level headed group, carefully studying each problem presented.

Someone suggested that the dollar should not be collected for six months, but this was counteracted by the statement that they will be drawing benefits from the association for six months, even though they can't vote and that they should pay if they benefit.

Board's Exhibit No. 5

The motion was then presented that membership under Article II should be stated: After August 1st, 1937 all new members of the Michiana Electrical Utility Workers Association shall be a member six months before he is given the right to vote. Motion seconded, and carried.

The motion was then presented again that the by-laws be accepted as read. Motion seconded and passed by a majority standing vote.

It was then suggested that the working agreement could not be drawn up until the local groups get together and get the thing going. So far the by-law committee, chairman and helpers have worked up as far as the organization has gone, now it is up to the regular members to do their part of the work, organize, elect officers, and get the thing going smoothly. Now it is up to each separate small group, as the committee as appointed has gone as for as they can and must now wait until the small groups act to get their organization going. It was suggested that the Local Groups meet next Tuesday and the Local Council next Friday. It was also suggested that the Local Groups be kept as large as possible to make a more closely knit organization instead of having it broken up more by more smaller groups.

It was then asked when do the dues start and when do we pay our initiation fee. It was stated that as soon as the groups were organized to have a treasurer to collect the money. Then a motion was presented that the initiation fee be paid immediately upon formation of the group and that the monthly 25 cents will not be collected until next month, for July. Motion seconded, and carried.

A motion was then presented that a copy of the completed by-laws be sent out so that each group shall have one for their organization and that a printed pamphlet of them be made up for each individual. Motion was seconded and passed.

It was then asked if there is anything in our by-laws to keep other union members from signing up with this one. It was shown that in the preamble is such a statement, saying without affiliation with any other union.

Board's Exhibit No. 5

A motion was brought up for adjournment. Seconded and passed.

Meeting adjourned 11:00 P. M.

GERALDINE CARLSON, *Stenographer*

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: June 4, 1937
Unit: By-Laws Committee

The meeting was called to order at 7:40 P. M. in Mr. Jernegan's office.

The following representatives were present:

Robert Wynn	Accounting Department
Ray Collins	Twin Branch
R. Robinson	New Business Department
O. Fansler	Hydro Maintenance
S. Vandenberg	Transmission and Distribution Department
Taylor Edgell	Benton Harbor
Frank Boggs	Meter Department
Carl Nelund	Transportation
James Spencer	Building Maintenance
O. E. Jefferson	South Bend Stores
Ray Landon	Elkhart
D. Strock	Butler
R. Lillard	Forestry Department
Wm. Harris	Substation Maintenance
M. J. Collins	Colfax Plant
Max Andrews	Buchanan

Mr. Holmes opened the meeting by reading complete the new preamble and by-laws which had been corrected and compiled before the meeting and which had incorporated in them many ideas and suggestions brought up at the last meeting. He explained in detail the diagram accompanying the by-laws, showing the Local Groups, Chairmen, etc. in diagram form.

Board's Exhibit No. 5

Mr. Holmes then called attention to the change that should be made with reference to the paragraph on representation. He stated that it should say representation by number of members instead of employees. This would make members more active in canvassing for new members to bring about a larger number to be represented from their certain division.

Mr. Holmes then gave the total number of members signed up in each department or division.

Elkhart-Butler	71		
Twin Branch Plant	135		
Colfax Plant	20		
Garage	26	Twin Branch	181
Main Office	45		
Stores Department	13		
Substation	29		
Operating	71		
Meter Department	32		
Trans. & Distr.	122	South Bend	312
Buchanan	33		
Benton Harbor	71	Michigan	104
		Total	668

Thirteen more cards were turned in to be tabulated with the rest.

This matter of number of members then brought up the much discussed subject of representation. It was finally suggested that it would be set at representation both at large and by number of members. The company is no longer divided by districts, but is now divided by divisions.

So it was decided that each Local Council will have one representative at large, and one additional representative for each one hundred members, counting fifty or over entitling that group to one more representative. But they shall be entitled to at least one, even if their number is below the first one hundred. Thus a district with say 78 members will have two representatives and one with 160 will have three, while one with 110 will have two. A

change to this effect was incorporated under Article I, Section 2.

It was then discussed that the working agreement for the whole organization and for all employees alike, regardless of division or department, would be uniform.

Membership admission was then discussed. Under Section 2 of Article II in the third line after company officials was added, or agents of company. It was asked, who will vote upon the eligibilty of an applicant. It was pointed out that all members signed in during the organization would be classed as charter members, and would not go through the suggested routine of being voted upon, etc. In the third paragraph of this section 2 of Article II, the second and third sentences were changed to read 1. The application then shall be filed with the Local Group Chairman. 2. Upon report of committee, appointed by the group chairman, the applicant shall appear at the first meeting of the local group and shall be considered, etc. Then on page 3, the first sentence was changed to read as follows: *Voting* membership in this Association shall terminate when an employee shall leave the employ of the Company permanently. In paragraph five on page three the term Local Council is changed two places to read Local Group.

The first line of Section 3 was continued as follows: The Secretary should be authorized to act as alternate for the Group Chairman. In the last paragraph on page 3 after "secret ballot" was added, if more than one nominee.

It was again brought up as to how specific the Wagner Act describes who is a department head or official of a company. It was suggested that we lean away from rather than towards including department heads to be on the safe side. It was questioned, were foremen eligible. It was thought that they would be, but it be best that they do not take too active part in the organization so as to make men working under them feel the union was run by higher-ups. It was felt that the local groups should be able to take care of this themselves, each small group being well enough acquainted with their own personnel.

It was suggested then that the only way to be sure about the department head and company official question as the law is not specific, is to wait until some court shall make a ruling, specifying a line of demarcation.

On page 4 Section 5, the second paragraph was changed to read as follows: Special meetings may be called by the Group Chairman at any time necessary or by signed request of 25% of the local group. In section six immediately following, after the word quorum, was added of the local group. In Section 8, in the second line department head was changed to manager. The last sentence was changed to read, all complaints to the Local Council to be made separately in writing and a copy immediately forwarded to the executive council secretary.

The discussion then turned to the subject of the offices of the General Executive Council. The president of the local council will be the representative at large to the general council. The members of the division will elect the president of the local council. The offices of the extra representatives will be elected by the members of the Division at large. The local councils will meet once a month and the entire division must meet at least once each year, at the regular December meeting of the Local Council in order to elect officers for the ensuing year.

It was then brought out that the question of whether there were four or five on the General Executive Council was not so important as to getting a majority vote, because this council will not be arguing among themselves, but is really the contact group between the union and the company. The question as to whether the general chairman of the organization would be one of the regular four on the General Council was brought up. Or would there be the regular four and also the general chairman, making five on the council.

Then it was suggested that the Vice Presidents under the General Executive council act as alternates in case of absence of the General Executive Council members. It was also suggested that the treasurer be bonded. And that all offices carry the stipulation: elected and qualified. And that all checks be signed by the treasurer and

countersigned by the president. And that the offices of Secretary and Treasurer of the Local Council be combined.

Then the question was discussed, pertaining to the secretary of the General Council. This office may be filled by a qualified outsider, not employed by the company, thus strengthening the organization against outside investigation by having a disinterested non-employee paid to do this work. This position shall be paid for at the prevailing wage for that type of work. This outside help to be employed if the duties of secretary for the general council get so many that it can not be taken care of in spare time by an employee.

The meeting adjourned at 11:40 P. M.

GERALDINE CARLSON, *Stenographer.*

NOTICE: There will be a general meeting for all employees of the Association, Friday, June 11th, at 8:00 P. M. C. D. S. T. at the St. Joseph School Auditorium corner of Hill and Colfax Avenue, South Bend, Indiana.

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: May 28, 1937.
Unit: By-Laws Committee.

The meeting was called to order at 8:15 P. M. in Mr. Jernegan's office.

The following representatives were present.

Robert Wynn—Accounting Department
Ray Collins—Twin Branch
E. H. Rutsch—System Operating
R. Robinson—New Business Department
O. Fansler—Hydro Maintenance
S. Vandenberg—Transmission Department
Taylor Edgell—Benton Harbor
Frank Boggs—Meter Department

Board's Exhibit No. 5

Carl Nelund—Transportation
James Spencer—Building Maintenance
Ed Johnson—Buchanan
O. E. Jefferson—South Bend Stores
Ray Landon—Elkhart
D. Strock—Butler

This comprises the temporary committee appointed to work up the by-laws. The permanent committee will be set up in the final by-laws. They will be nominated and voted upon.

Additional cards were passed out for new membership signatures.

Mr. Holmes then gave a brief resume of what he has done to work up a temporary set of by-laws. He explained the importance of the by-laws bringing out that they are the basis which all other organization matters hinge upon.

The preamble was then read by Mr. Holmes and broken down for discussion. After "Indiana & Michigan Electric Company" the following was inserted: Of our own free will and accord, without direction or suggestion of any kind or in any way, and free from managerial, etc. Also a change in the second paragraph, next to the last line, after "rates of pay" was added: ability and seniority, and also after "General Executive Council" in the last paragraph, was added: of the Michiana Electrical Utility Workers Association.

Next the sheet on Organization was read through, preparatory to being broken down for discussion. Then the skeleton by-laws as prepared by Mr. Holmes for discussion, were read through to give a general idea of what topics were already covered, and to bring out discussion of those items which were omitted.

The first important item to be discussed at length was the one pertaining to the representation of the different departments with reference to size of the department and the number of representatives. Two different angles on this subject were brought out in the discussion. 1. Equal representation by all departments regardless of number

of employees. 2. Number of representatives determined by the number of employees in a department. The advocates of point one stated that the small districts would feel that the large departments would be outvoting and swamping the smaller departments by their large personnel and should have equal representation to prevent their being swallowed up by the large vote, which they feel would be unfair.

Advocates of point two felt that it was unfair to have a large district like Twin Branch represented by the same number as a small one like Butler. Mr. Collins brought out, in favor of point one, that any subject brought up for vote or discussion in the General Council meeting by the Local Council representatives (equal from each district in this case) would be left open for a month for reference back to the Group personnel and thus each and every person had equal rights and chance for voice and vote before the vote in the General Council meeting. In other words the Local Council representatives were merely doing the majority will of the group personnel, which could be handled as well by two as by six or eight, however many that particular department would be entitled to in a percentage representation. The final decision on this was that it be left open by the committee until it could be discussed among the individuals in the different districts and departments.

The next topic for discussion was pertaining to how much organization and power should the local groups have. It was brought out that we must have a central advisory power or head to keep the organization as a large unit, but each small group should also be allowed to govern themselves as much as possible. The local groups rights were compared to the states' rights in our own government. The association is, after all, to be by the employees, and as conditions are varied in the different districts, each group should be permitted to operate somewhat independently to take care of their own individual needs. It was stated that a district like Butler, for example, does not have much in common with, say Twin Branch in certain types of matters.

It was then suggested that the by-laws need not state specifically how many officers and how many meetings the local groups have and that the second paragraph under Organization be changed to read: Each Local Group *may* have its own officers etc. If that certain group can operate with a simple organization they can appoint what officers they feel they need. But in order that we have proof that we have a bona fide organization that will stand inspection from any angle, the Local Councils should have at least one meeting a month and the Treasurer should keep an accurate record and accurate books. There should be an established meeting time and place, off of the company property. It was also suggested that as the small group is the nucleus or origin of all matters, they should also keep accurate records of all business also. It was also brought out that regular meetings should be held quite frequently so that general interest in the organization would not lag; that we should have an active organization to accomplish anything.

The next subject brought up was pertaining to dues. What should they be and who should collect and how should they be used and divided. It was suggested that there be two steps. The Local Council Treasurer and the General Executive Council Treasurer. That the money be divided into part for the Local and part for the General Fund. It was suggested that if the dues were 25 cents a month, that 10 cents be kept in the local fund and 15 cents go to the general fund. It was left open for individual discussion before the next meeting as to method of payment, the suggestion being that the money should be collected each month, but if the individual desired he could pay in advance for any period of time he desired.

Next the question of pay for the Secretary, Treasurer, Chairman and general committee of the organization as a whole was brought up. It was suggested that a great deal of time and work has to be put in on this association organization and operation and that it ought to receive some pay. It was then brought out that some members would then feel that these employees were getting "in-

side" favors, overlooking the work and time. Matter left open.

Then the matter of employees coming long distances and using gasoline was brought up. It was suggested that all distances over say, four or six miles be billed to the organization, as a representative from a distant district could not help that he has to ride a number of miles to the meeting and should not be asked to pay for his own transportation. Someone brought out that he should be willing to spend some for gasoline to take his own and his local individuals grievances to the council. It was then suggested that some matters should be written and mailed in and that all grievances, from short or long distances, should always be kept in writing anyway. Suggested that Post Office box be set up so the organization would have a regular address for correspondence.

This matter of transportation then brought up the question of the men who work out of one district, in various places over the property. Where should their regular group be and where should they attend and vote. It was brought out that the home group and voting place of these individuals should rightfully be where they were originally employed from and where they work from. A right-of-way man originally employed from the South Bend Distribution department, rightfully belongs in the South Bend group, but any employee is privileged to attend any meeting in any district, but is entitled to vote only in his own territory.

Someone then asked, do we need a business agent, and what are his duties. It was brought out in the discussion that a business agent is necessary only where there is a closed shop and that from other union experiences, the Indiana & Michigan organization had no need for anyone in that capacity.

Then it was asked, where will the Association draw the line between eligible members and department heads and officials of the company. In other words, who is eligible for membership. It was then stated that the Wagner Law specifically and definitely draws a line between

those eligible and ineligible. This is to be looked up and discussed further.

Someone then asked, what constitutes a permanent employee. It was then decided to delete the word permanent in the second line of Article I, Section 2, of the temporary by-laws and to take out the third line, "who have been in the employ of said company for at least six months" and make any employee of the company eligible as far as time limit of employment concerned.

Meeting then adjourned at 10:40 P. M. Next meeting called for one week from date.

GERALDINE CARLSON, *Stenographer.*

COPY

South Bend, Indiana.
May 20, 1937

Thomas F. English
General Manager of the
Indiana Michigan & Electric Company

Dear Mr. English:

You are hereby notified that a majority of the employees of the Indiana & Michigan Electric Company have organized a Union, to be known as the MICHIANA ELECTRICAL UTILITIES WORKERS ASSOCIATION. At an open meeting of said Association held today the undersigned were duly elected a Committee to petition you and through you the Company for the following purposes.

We respectfully ask you, in behalf of the Company to recognize the Michiana Electrical Workers Association as the SOLE BARGAINING AGENT for the employees of said Company.

Board's Exhibit No. 5

We further ask you to honor this petition by an early reply.

Very respectfully,

MICHIANA ELECTRICAL UTILITIES WORKERS ASSOCIATION,

By:

Enoch Swartz
Theodore R. Foster
Herbert M. Replogle
E. J. Miller
W. I. Burke
P. F. Durr
H. H. Depew
William Harris
Seth Vandenberg
W. D. Stamm
Max Andrews
Maurice J. Collins
Frank J. Boggs
D. D. Strock
Taylor Edgell
Elmer Harr
R. B. Chambers
F. M. Henderson
Ernest J. Durfey
H. C. Wittmack

TO ALL MEMBERS OF
THE MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION:

For your information your committee makes the following report:

The petition to the management which was read, accepted and signed by your representatives in open meeting on May 20, 1937, was presented to the management (Mr. Thos. F. English and Mr. Chas. B. Calvert) on Sat. May 22, 1937. The petition and minutes of our meeting

were read and the committee explained the purpose of the organization, the progress which had been made to date and the authority under which the committee was acting as representatives of the entire membership. The committee was assured of cooperation between the management and our organization. Since we have a total membership of 670 out of a total of approximately 900 eligible employees the management is legally obligated to recognize our group as sole bargaining agency for all employees, which was unofficially done when the petition was presented. The Michiana Electrical Utility Workers Association will be given official recognition when a contract for collective bargaining is presented by the association and signed by the management.

Signed:

JAMES MARSH
WILLIAM BURKE
GLEN CARLTON
F. M. HENDERSON
Committee

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Date: May 20, 1937
Unit: General Meeting

The meeting was called to order at 8:15 by Mr. Nelson Lambert, acting chairman, in the St. Joseph School Auditorium, South Bend, Indiana.

Mr. Lambert then read excerpts from the National Labor Relations Act. He then stated that the employees present had indicated the need for such an organization as was being formed at this time.

Department representatives were then called to the platform. The following departments were represented.

Board's Exhibit No. 5

Operating Department	Line Department
Engineering Department	Meter Department
Meter Readers	Ralph Hague's Gang
Stove Department	Garage
Steam Plant	Butler
Benton Harbor	Twin Branch
Stores Department	Buchanan
Substation Department	Elkhart
Department of Forestry	Fort Wayne

The following nominations were presented for the election of a Chairman.

Mr. E. Collins, Mr. M. Henderson, Mr. George Holmes and Mr. N. Lambert.

By a standing vote Mr. Collins received 92, Mr. Henderson 30. A motion was then presented by Mr. Frank Miles that the vote be given unanimously to Mr. Holmes and that Mr. Lambert be designated to act until Mr. Holmes return, as he was out of the city. The motion was seconded by Mr. Beedon and pasesd.

The following nominations were presented for the election of a secretary.

Miss Genevieve Hickey and Miss Geraldine Carlson.

By a standing vote Miss Carlson was elected permanent secretary.

A short recess was then called.

The first business of the meeting was stated. Do we want to form a Union of the employees of the Indiana & Michigan Electric Company. A motion was then presented by James Marsh that we do form such a union, to be called the Michiana Electrical Workers Association. The motion was passed.

Mr. Lambert then suggested that we present to the Management a petition or letter suggesting that this organization be formed. Such a letter has been prepared, anticipating our intentions.

The Wagner Act states that a majority of the employees of a company must belong to a union for such union to be recognized. The Indiana & Michigan Electric Company has 1,004 employees on its payroll and to

date 670 Application for Membership cards have been turned in. A motion was then presented that as we have a majority this organization should be stepped right along and that we present such a request to the management. The motion was passed.

A motion was then presented that the union be absolutely without outside affiliation. The motion was passed.

Mr. Niles then suggested that all cards not already turned in be brought in at this time.

Mr. Kreimer then presented a motion that each department be represented according to the number of employees in that department. Mr. Collins then suggested that this be put in the by-laws of the organization, to be made up later, as this meeting was just to temporarily organize. The original motion was then withdrawn.

Mr. Henderson then presented a motion that the name of the organization might confuse, suggesting that any electrical worker would be eligible for membership. He suggested the name be changed to read "Michiana Electrical Utility Workers Association." The motion was carried.

Mr. Henderson then presented the motion that the petition as drawn up and signed by the representatives be read and adopted. The motion was carried.

A motion was then presented that a copy of the minutes of this meeting be attached to the petition and presented to the management. The motion was carried.

A motion was then presented that a committee be selected to prepare the by-laws. Then suggested that a meeting of the various departments be held to select their own committee. The motion was rejected.

A motion was then presented that this committee meet with the Chairman one week from tomorrow night or the 28th of May, 1937. The Chairman will notify the representatives as to the place of meeting. Motion carried.

Mr. Miles then brought up the question what is a department. How shall the departments be broken down. Mr. Collins suggested that each department select a number of men to be sent as representatives for the committee. Motion rejected.

Board's Exhibit No. 5

Motion then presented that five men from the present committee make up the by-laws for approval. Motion rejected.

Motion presented that the Chairman be empowered to appoint a committee of five to prepare the by-laws.

Motion amended to read, one representative from each district. Motion carried.

Meeting adjourned at 9:45 P. M.

GERALDINE CARLSON, *Stenographer*

COPY

South Bend, Indiana
May 20, 1937

Mr. Thos. F. English
General Manager of the
Indiana & Michigan Electric Company

Dear Mr. English:

You are hereby notified that a majority of the employees of the Indiana & Michigan Electric Company have organized a Union, to be known as the MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION. At an open meeting of said Association held today the undersigned were duly elected a Committee to petition you and through you the Company for the following purposes.

We respectfully ask you, in behalf of the Company to recognize the Michiana Electrical Workers Association as the SOLE BARGAINING AGENT for the employees of said Company.

We further ask you to honor this petition by an early reply.

Very respectfully,

MICHIANA ELECTRICAL UTILITY
WORKERS ASSOCIATION,

Board's Exhibit No. 6

By:
Enoch Swartz
Theodore R. Foster
Herbert M. Replogle
E. J. Miller
W. I. Burke
P. F. Durr
H. H. Depew
William Harris
Seth Vandenberg
W. D. Stamm
Max Andrews
Maurice C. Collins
Frank J. Boggs
D. D. Strock
Taylor Edgell
Elmer Harr
R. B. Chambers
F. M. Henderson
Ernest J. Durfey
H. C. Wittmach

BOARD'S EXHIBIT No. 6

MINUTES OF GENERAL COUNCIL MEETING

Meeting held in Y.M.C.A. building, South Bend, Indiana on Tuesday October 25th. Meeting called to order by President Geo. Holmes. Roll was called, the following members being present:

G. Holmes	E. Hoctel	J. Fisett
D. Wilcox	H. Schope	R. Clemens
T. Edgell	G. Garner	W. J. Strope
C. Eastham	R. Lillard	

Mr. Holmes read the circular letter that will be mailed to all employees of the Indiana & Michigan Electric Com-

pany for final approval. The letter was accepted and Mr. Holmes will forward copies to the division secretaries, who will mail them to the employees in their division.

Mr. Holmes asked that all division secretaries be instructed to mail copies of minutes of General Council meetings to all group secretaries. Apparently this has not been the practice in some divisions.

Mr. Collins asked that all division treasurers be instructed to mail in their membership reports (up to date).

It was also brought out that the representatives to the General Council at the next election will be governed by the membership standings as they now stand, some divisions will not be entitled to the representatives they now have.

A pension plan was discussed. Mr. Holmes reported he had obtained the plans of several companies and he would bring these to the next General Council meeting for discussion. The council would try to work out some plan to be presented to the various divisions for discussion and perhaps approval.

The South Bend Division was discussed. It was brought out that this division did not seem to be very active. There was only one representative from this division at this meeting. Mr. Holmes suggested that some of the General Council members attend the South Bend Division meeting. This was voted on and carried. The executive committee will attend this meeting.

The General Council set the last Tuesday in each month as regular meeting night. These meetings will be called at 7:30 P. M. Standard Time during the winter months and 8:00 P. M. Daylight Saving Time in the summer.

There was a general discussion of conditions in the various divisions.

There being no further business, the meeting adjourned at 10:30 P. M.

T. R. EDGELL, *Secretary*

Board's Exhibit No. 6

MINUTES OF GENERAL COUNCIL MEETING

Meeting held in Y.M.C.A. Building, South Bend, Friday, September 30th, 1938.

Meeting called to order by President Geo. Holmes. Roll was called, the following members were present.

Geo. Holmes	S. Clark
D. Wilcox	T. Rinker
T. R. Edgell	E. Hoctel
H. E. Ludington	H. E. Schope
C. Eastham	C. C. Myers (Visitor)

In the absence of the Treasurer, Mr. Holmes read the treasurer's report.

Dues paid in by the various divisions up to September 25th are as follows:

South Bend Division	$380.10
Elkhart Division	239.25
Twin Branch	537.05
Benton Harbor	380.10
Total	$1536.50

Twenty-five percent of this money paid in by the divisions will be refunded to the divisions.

There was a general discussion of conditions in various divisions.

It was brought out that all employees should carry the maximum amount of insurance to secure benefits for first week in case of accident.

The General Committee was instructed to contact Company officials in regard to classifications.

Mr. Holmes read the letter the Committee had drawn up that is to be mailed to all employees. Several changes were suggested.

There being no further business, the meeting adjourned.

T. R. Edgell, *Secretary*

Board's Exhibit No. 6

Minutes of meeting held in committee room of Y.M.C.A. Building, South Bend, Indiana, by General Executive Council and Division Officers, Group Chairmen and Secretaries of all divisions of the Michiana Electrical Utility Workers Ass'n. on Tuesday, August 2nd, 1938 at 8:00 P. M.

The Following Members Were Present:

Mr. Thornburg	Mr. Emmons	Mr. Quick
Mr. Wittner	Mr. Harr	Mr. Kaufman
Mr. Smith	Mr. Miller	Mr. Myer
Mr. Norayon	Mr. Davis	Mr. Hunt
Mr. Shoape	Mr. Hoctel	Mr. Collins
Mr. Eastham	Mr. Schlarb	Mr. Schermin
Mr. Collins	Mr. Fowler	Mr. Harris
Mr. Baker	Mr. Daniels	Mr. Jefferson
Mr. Dickenson	Mr. Schuell	Mr. Knepp
Mr. Miles	Mr. Lillard	Mr. Blare
Mr. Hess	Mr. Bingle	Mr. Denman
Mr. Wright	Mr. Swartzell	Mr. Schriner
Mr. Ludington	Mr. Merriam	Mr. Clark
Mr. Edgell	Mr. Clemens	Mr. Wilcox

In the absence of President George Holmes, the meeting was called to order by Vice President H. E. Ludington. This being the first meeting of this nature, there was no roll call. The Secretary read the minutes of the last General Council meeting. This was to explain the purpose of the meeting.

A complaint had been brought in to the General Council that some of the divisions were lax in holding meetings. Also, the information regarding to whatever happened in the various divisions was not being handed down to the members. The General Council decided that a meeting of this nature, with all officers present to aquaint them of the importance of holding these meetings regularly, passing out information to their various groups, would stimulate interest in the organization.

The Major part of the meeting was a general discussion of conditions in the various divisions.

It was suggested that we have a yearly membership

card, which would show the members standing in regarding to dues paid, instead of the present card and receipt system. This suggestion is to be taken back to the various divisions for approval by the members.

The Secretary was instructed to have Mr. Holmes contact Miss Margaret Mull in regard to conditions in the office group.

The railroad men at Twin Branch have not received classification. This was referred back to their Division President to be taken up through the proper channels.

There were several questions in regard to the method of handling grievances which were explained by the Chairman.

It was reported that the men in the South Bend Distribution Department felt their group was too large. This group is combined with the Engineers. This was turned over to Mr. Miles, Division President, to be taken up at their next meeting.

A suggestion by Mr. T. F. English, Vice Pres. & Gen. Mgr. of the Indiana & Michigan Electric Company, at the last meeting with the General Executive Council, in regard to calling in an employee and discussing a grievance with them as long as a member of the General Executive Council was present, was discussed. This suggestion is to be taken back to the members of the various divisions for their approval.

The value of this type of meeting was then discussed. It was the opinion of those present that these meetings should be held regularly.

A motion was made by E. L. Merriam and supported by Mr. Bringle, that this type of meeting be held quarterly. Motion was carried.

There being no further business, the meeting adjourned at 10:20 P. M.

T. R. Edgell, *Secretary*
Gen. Council

Board's Exhibit No. 6

Minutes of meeting held at Y. M. C. A. Building, South Bend, Indiana on July 28th, 1938, at 8:10 P. M.

Meeting called to order by President Geo. Holmes. Roll was called, the following members being present:

C. E. Daniels	Ray Collins
O. E. Jefferson	C. Eastham
H. E. Schoap	Geo. Holmes
E. J. Miller	Earl Hoctel
H. E. Ludington	T. R. Edgell

The following visitors were present:

E. H. Thomas	C. Garmire
Ross Lillard	

Minutes of previous meeting were read, discussed and approved. Several communications were read pertaining to meeting with Ind. & Mich. Electric Co. officials. Also minutes of meeting held with Ind. & Mich. Electric Co. officials, in the conference room of the Main Office at South Bend.

Treasurer's Report

Mr. Collins reported that some of the division books had not been returned by the Auditing Committee and it was impossible to give an accurate account of the books. However, he reported disbursements of $4.13. Also a temporary loan of $100.00 to the Twin Branch Division to be used for a picnic, as they did not have enough money in their treasury to put on the kind of picnic they wanted to. They are to either pay this back or it will be taken from the amount they are allowed if the General Council decides to pro rate some of the money on hand back to the divisions. It was the opinion of the Members present that this would be a good thing to do as the divisions would ordinarily have more expense than the General Council.

New Business

The General Council secretary was instructed to write the various treasurer's and instruct them in regard to renewing their bonds.

Board's Exhibit No. 6

A discussion developed regarding creating interest in the organization. It was brought out that the smaller groups had more advantage.

There was also a lengthy discussion in regard to the method now used in getting information back to the various groups. Apparently the secretaries were not forwarding this information down the line. It was then decided to call a meeting to get more uniform methods.

It was moved by Mr. Ludington, supported by Mr. Edgell that the General Council meet with the various officers from all divisions to discuss this matter. This meeting to be held on Tuesday, August 2nd, at the Y. M. C. A. Building at South Bend. Motion was carried.

The matter of refunding a percentage of the money in the general fund was brought up again. It was moved by T. Edgell and supported by H. Ludington that this was not the proper time to rebate any funds as we are liable to have some unexpected expense and this could be taken up at a later date. Motion was carried.

At a meeting with the Ind. & Mich. Electric Co. officials, Mr. English suggested that when a grievance is turned in it would be alright to call the party in who has turned in the grievance and discuss it with them. The Committee felt this was a matter that should be put up to the various divisions, inasmuch as it would be changing the contract.

There was a general discussion of classification and method of classification.

There being no further business, the meeting adjourned at 10:30 P. M.

TAYLOR EDGELL, *Secretary*,
General Council.

Minutes of meeting held in Conference Room at Indiana & Michigan Electric Company general office building, Colfax Ave., South Bend, Indiana, on July 22nd, 1938.

The following members of Executive Committee of Michiana Electrical Utility Worker's Association were present:

Board's Exhibit No. 6

Geo. Holmes, R. Collins, R. E. Denman, H. E. Ludington, T. R. Edgell.

The following representatives of the Indiana & Michigan Electric Company were present:

T. F. English, C. B. Calvert, J. F. Loftus, Albert Rohl, K. Mudge, J. P. Ohmor, P. Dilley, H. D. Sill, J. J. Gerard, G. W. Schmidt, H. C. Peterson, F. Wolf.

The meeting was called to order by Mr. English at 2:00 P. M. He then called on Mr. Geo. Holmes, Chairman of the Michiana Electrical Utility Workers Ass'n. Committee, to explain why we asked for this meeting.

The object of the meeting was to clear up several grievances that had come up in various districts and satisfactory answers had not been received, also to discuss other phases of the working agreement of which there had been some misunderstanding.

Specific cases that were brought up at this meeting were:

1. Calling in employees of Buchanan District who had turned in grievances and discussing their grievances with them instead of giving their answer in writing as per contract. Mr. English stated the contract should and would be followed in the future. He also stated he thought it would be alright, if satisfactory to both parties, to call an employee in and discuss any conditions, providing representative from the General Executive Committee is present. The Committee felt that this was a matter to be taken up in the various districts before giving a final answer.

2. Their attention was called to Carl Garmire's case in Buchanan. He has had a grievance in for some time and has received no answer. Mr. English stated this would be given immediate attention.

3. There are some men in the Operating Departments who feel they are classified wrong. For instance, men working on service truck installing meters and classified as linemen; also men working as collectors, getting contracts in the field, checking customer's complaints are classified as metermen. Our request was that these men be

put in a classification by themselves, such as Utility men. This is to be given consideration and answer given to Association.

4. There are employees in different departments who question their classification. We were instructed to contact the department heads and local management for this information. If they are unable to secure this information, they will contact the proper officials.

5. The request of Victor Hagenbarth was referred to Mr. Loftus.

6. Twin Branch employees asked if they could go to Mishawaka doctor for examination instead of the South Bend clinic. Mr. English stated that they would rather have them go to the clinic. He also stated that the examinations are not compulsory only before a new employee goes to work for the Company. However, it may become necessary in the future to make all examinations compulsory due to insurance.

7. There was some question from the Engineering Dept. in South Bend in regard to new employees hired and drawing more money than older employees. Mr. English stated these men were hired on the open market and were temporary employees, and under these circumstances they paid more to get them.

8. There was a general discussion of other requests for information regarding classification. We then reviewed all the specific cases that were brought up and they were assigned to the proper departments to be taken care of.

Meeting adjourned at 4:30 P. M.

T. R. EDGELL,
Gen. Council Sec.

Minutes of the General Council meeting of the Michiana Electrical Utility Worker's Ass'n. at Y.M.C.A., South Bend, on June 10th, 1938 at 8:00 P. M.

The following members were present:

Board's Exhibit No. 6

Geo. Holmes	C. Eastham
Dean Wilcox	T. Edgell

There being no representatives present from the Elkhart Dist., it was impossible to carry on a regular business meeting. Members present had a general discussion of conditions in various districts.

In order to clear up classification grievances, it was decided that it would be necessary to have a meeting with the Indiana & Michigan Electric Company officials. Mr. Holmes was instructed to arrange such a meeting.

There being no further business, the meeting adjourned.

T. R. EDGELL, *Secretary.*

TRE/r

MINUTES OF GENERAL COUNCIL MEETING

Meeting held in Y.M.C.A. Building, South Bend, Indiana, March 25th, 1938.

Members present were as follows: President, Geo. Holmes, Vice President, H. E. Ludington, Treasurer, Roy Collins, Secretary, T. R. Edgell, C. E. Daniels, O. E. Jefferson of South Bend, Dean Wilcox of Buchanan, C. Eastham of Twin Branch, Charles Hatfield of Elkhart and E. Clark of South Bend.

Meeting was called to order by President Geo. Holmes at 8:00 P. M. Minutes of previous meeting were read, discussed and approved.

A motion was made and seconded that our attorney be paid One Hundred Dollars ($100.00) on account. Motion was carried.

Mr. Collins reported on progress of Auditing Committee. They had held one meeting with Treasurers of various divisions to get them familiar with the bookkeeping system. They were also instructed to have all books in by April 10th, 1938.

Mr. Wilcox of Buchanan reported a grievance that had been submitted at Buchanan had not received proper attention and the answer they had received was verbal and not in writing in accordance with our contract.

Board's Exhibit No. 6

A motion was made and supported that Mr. Wilcox instruct his members to wait until the five days were up as required and if at that time they had not received a satisfactory reply in writing, they should mail the grievance to the Division Manager.

There was lengthy discussion about grievances at this time. Twin Branch in particular had several in the Operating Department, but it seems the members in that department were afraid to sign a grievance for fear they would be criticized or disciplined. Mr. Collins was instructed to contact some of these members and find out just what the trouble was in this department.

The executive board chairman, Mr. Holmes, reported that the method of classification had been accepted by the various divisions and had been submitted to the Company Officials for their signature.

The meeting adjourned at 10:30 P. M.

T. R. EDGELL, *Secretary*

Minutes of meeting held in Conference Room of the Indiana & Michigan Electric Company office building, 220 West Colfax Ave., South Bend, Indiana on March 19th, 1938, at 10:00 A. M., between the General Executive Committee of the M. E. U. W. A. and officials of the Indiana and Michigan Electric Company.

The meeting was called to make final settlement of proposed working agreement between the M. E. U. W. A. and the Indiana & Michigan Electric Company.

The form of classification having been submitted to the various divisions and having been accepted by majority, the Committee drew up a letter of acceptance, signed it and presented it to the Company for their signature.

In accepting these classifications, there were several questions the various divisions wanted to ask before final settlement. These were put up to the Management and a satisfactory answer was given to each of them.

The classifications being the only part of the proposed

agreement not settled and having now been accepted, the proposed agreement now becomes an agreement and will be in effect for one year as of March 1st, 1938.

T. R. EDGELL, *Secretary*

Minutes of meeting held in Conference Room at Ind. & Mich. Elect. Co. office building, 220 W. Colfax Ave., South Bend, between officials of Indiana & Michigan Electric Co. and General Executive Committee of M. E. U. W. A., on March 12th, 1938 at 10:00 A. M.

Meeting was called to discuss classification of employees. The Company having submitted to the Association a proposed form of classification for the Operating Departments, without rates of pay for each class as the Association had asked for, and no classification for the office employees. It was decided by the General Executive Committee to call this meeting before submitting these classifications to the members.

After the committee explained to the Company officials why it was necessary to the Association to have the rate for each classification, they finally agreed to grant our request.

The list of rates for each classification in the Operating Departments will be given to the District Managers and will be available to the officers of the Association at all times.

The classification for the office employees was also discussed. The Company stating they could not classify the office employees as there were so many different kinds of office work, they did not know where to start. The Committee suggested the office employees be allowed to classify themselves. Mr. English agreed to this stating that if the office employees were willing and could work out some method that was satisfactory, they would be glad to adopt it.

Several grievances have been turned in that we had not received answers to as yet, so the Committee took these up and received answers to some. One in particular

was Sales Promotion employees who did not receive the 5c increase in pay. Mr. English stated as most of these employees worked on a commission basis and the nature of their work was so uncertain, they could not include them in the raise.

The other grievances they stated could be cleared up through classification.

It was then decided to submit the method of classification to the members of the association for their approval, as soon as possible. If accepted, include them in the proposed working agreeemnt, which would complete it.

Meeting adjourned.

T. R. EDGELL

BOARD'S EXHIBIT No. 7

APPLICATION
FOR MEMBERSHIP

The undersigned hereby authorizes and requests the

MICHIANA ELECTRICAL UTILITY
WORKERS ASSOCIATION

through its officers, to represent me for the purpose of collective bargaining in regards to wages, hours and working conditions.

Name .....
Sign name clearly

Employed by .....
Name of Company

Dept. .....

Occupation .....
If not working, check

Date .....

Address .....

Male ..... Female .....

City ..... State .....

BOARD'S EXHIBIT No. 11

308 Parkovash Avenue
South Bend, Indiana
August 24, 1937

Mr. Robert C. Williams,
Room 1558, 20 Wacker Drive
Chicago, Illinois

Dear Sir:

In compliance with your request I am sending you herewith the following:

Sample Application Card of Michiana Electrical Utility Workers Association.

Alphabetical typed list of signed application cards giving name, address, and occupation of employee, and date card was signed.

Names and occupation of officers of our Association.

Copy of petition to Indiana & Michigan Electric Company asking for sole bargaining rights for all employees of the company.

Copy of minutes covering first meeting with the Management when working agreement was presented.

I had hoped to get this material to you sooner than this, but our stenographer required the past week end and several nights to complete the typing.

As I suggested to you personally, Mr. Williams, I would appreciate very much the early action of the Labor Board in this question, whether it be an election or just the Board's order establishing our right as sole bargaining agent for all the employees.

Let me know if there is any further information that you desire and I will gladly sent it to you.

Yours very truly,

GEORGE S. HOLMES

BOARD'S EXHIBIT No. 12

Officers of
MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

General Council

Officers: President—George Holmes, South Bend; Safety Engineer; Vice President—Taylor Edgell, Michigan—Line Foreman; Secretary—R. E. Denman, Elkhart—Meter Foreman; Treasurer—Ray Collins, Twin Branch—Condenser Operator.

Representatives:

South Bend—Wm. Harris, Electrician; George Holmes, Safety Engineer; H. Carlton, Trouble Man; O. Newport, Electrician; James Marsh, Substation Operator.

Twin Branch—P. Olson; Ray Collins, Condenser Operator; Robert Roberts, Clerk.

Elkhart—R. E. Denman, Meter Foreman; C. Wyburn, Lineman.

Michigan—Taylor Edgell, Line Foreman; Max Andrews, Mdse. Service Man.

Alternates:

South Bend—Seth Vandenburg, Lineman; Vernon Daly, Lineman; James Daly, Electrician; Paul Rutsch, Switchboard Operator.

Twin Branch—Clarence Eastham, Boiler Repairman; C. VanSkyhawk, Clerk.

Elkhart—H. Ludington, Lineman.

Michigan—K. Wahl, Clerk.

Division Councils

South Bend—President, Wm. Harris, Electrician; Vice-President, C. Highleyman, Engineer; Secretary, P. F. Durr, Relay Engineer; Treasurer, Frank Boggs, Meter Man.

Board's Exhibit No. 12

Twin Branch—President, P. Olson; Vice-President, H. Wittmack, Shop Foreman; Secretary, Wilbur Stamm, Test Engineer; Treasurer, Ray Collins, Condenser Operator.

Elkhart—President, R. E. Denman, Meter Foreman; Vice-President, Wm. Bringle, Inspector; Secretary, K. Swartsell, Clerk; Treasurer, Rose Berlin, Clerk.

Michigan—President, Taylor Edgell, Line Foreman; Vice-President, Carl Garmire, Rural Man; Secretary, Elizabeth Ruppel, Stenographer; Treasurer, E. L. Merriam, Asst. Chief Clerk.

August 21, 1937

Membership of

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Achterberg, Helen—Jaquay Ave., Benton Harbor, Mich.
Storeroom Clerk June 14, 1937

Ackley, Glen—615 Jefferson St., Elkhart, Indiana
Meter Department May 27, 1937

Ackley, Marie—615 Jefferson St., Elkhart, Indiana
Cashier May 21, 1937

Alberts, Earl—129 S. Elder Street, Mishawaka, Indiana
Condenser Operator May 18, 1937

Alden, J. W.—353 Empire Avenue, Benton Harbor, Mich.
Distribution Clerk May 20, 1937

Aldrich, Don E.—206 N. Niles, South Bend, Indiana
Distribution Lineman May 17, 1937

Allemang, George—632 S. Scott Street, South Bend, Ind.
Hydro Maintenance Man May 18, 1937

Allemang, Paul—623 N. Scott St., South Bend, Indiana
Operator June 11, 1937

Allen, Lewis—530 S. Michigan St., South Bend, Indiana
Transmission Lineman May 17, 1937

Alwine, Ada Deane—329 W. Marion St., Elkhart, Indiana
New Business Clerk May 21, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Anderson, Chas. G.—1708 L. W. W., South Bend, Indiana
Construction Draftsman July 13, 1937

Anderson Chas. L.—224 N. St. Peter St., South Bend, Ind.
Distribution Lineman May 18, 1937

Anderson, Grant—727 South Bend, Ave., South Bend, Ind.
Trouble Man May 19, 1937

Anderson, John W.—809 24th St., South Bend, Indiana
Distribution Engineer May 19, 1937

Anderson, Kermit G.—1005 E. Calvert St., So. Bend, Ind.
Meter Tester May 18, 1937

Anderson, Kurt—141 McCord St., Benton Harbor, Mich.
Distribution Engineer May 20, 1937

Anderson, Oscar—369 N. State Street, St. Joseph, Mich.
Garage Mechanic May 20, 1937

Andlauer, Myra—107 S. Detroit St., Buchanan, Michigan
Bookkeeper May 20, 1937

Andrews, Max—216 N. Cayuga St., Buchanan, Michigan
Merchandise Service Man May 18, 1937

Anstiss, Robert—Berrien Center, Michigan
Assistant Operator May 26, 1937

Archer, L. W.—1852 Commonwealth Rd., Benton Harbor
Dist. Service Man May 20, 1937

Armstrong, A.—1142 Canton St., Elkhart, Indiana
Truck Driver July 7, 1937

Arnold, W. G.—Berrien Springs, Michigan
Hydro Operator May 20, 1937

Austin, Randall—Hollyhock Road, South Bend, Indiana
Transmission Lineman May 16, 1937

Avery, H. L.—421 N. St. Louis Blvd., South Bend, Indiana
Meter Reader May 18, 1937

Avery, Ross B.—R. R. No. 2, South Bend, Indiana
Electrical Worker May 20, 1937

Baker, Eugene—919½ S. Carroll St., South Bend, Indiana
Meterman May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Baker, Frederick S.—625 W. Colfax Ave., So. Bend, Ind.
Electrician May 18, 1937

Baker, Joseph—322 West 4th Street, Mishawaka, Indiana
Boiler Room Utility Man July 14, 1937

Baker, Pauline—318 W. Franklin St., Elkhart, Indiana
Mdse. Service Clerk May 20, 1937

Baker, Walter D.—2045 S. Colfax Ave., Benton Harbor
Authorization Clerk June 14, 1937

Ball, J. Benson—275 Ridgeway St., St. Joseph, Michigan
Power Lighting Salesman May 20, 1937

Banes, Isabelle—426 W. Lexington Ave., Elkhart, Indiana
Clerk May 21, 1937

Banyon, J. P.—135 Catalpa Ave., Benton Harbor, Mich.
Rural Salesman June 1, 1937

Balyeat, E. A.—Buchanan, Michigan
Hydro Supervisor June 15, 1937

Barrell, F. R.—1905 Langley Ave., St. Joseph, Michigan
Div. Rural Agent May 29, 1937

Barrett, Bonnie—908 W. LaSalle Ave., South Bend, Ind.
Clerk May 20, 1937

Barrett, Cecil—2868 L. W. E., Mishawaka, Indiana
Hyrdo Supervisor May 19, 1937

Barrett, Chris A—R. R. No. 2, Mishawaka, Indiana
Substation Electrician May 18, 1937

Barrett, Larmen S.—505 E. Bowman St., South Bend, Ind.
Meterman May 18, 1937

Base, P. A.—R. No. 1, Mishawaka, Indiana
Electrician May 21, 1937

Bash, Charles R.—R. R. No. 4, Box 39, Elkhart, Indiana
Hydro Attendant May 19, 1937

Bast, Leonard—920 Emerson Avenue, South Bend, Ind.
Transmission Lineman May 17, 1937

Bates, Charles E.—New Carlisle, Indiana
Meter Man May 17, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Bates, R. A.—1010 N. Peter St., South Bend, Indiana
Garage Mechanic June 14, 1937

Bauch, Raymond—309 Artic St., Buchanan, Michigan
Distribution Ground Man May 18, 1937

Baum, Paul—681 Highland Ave., Benton Harbor, Mich.
Distribution Lineman May 20, 1937

Bean, Joseph—1432 Portage Ave., South Bend, Indiana
Substation Operator May 19, 1937

Beatty, Jim, Jr.—544 L. W. E., South Bend, Indiana
Truck Driver May 20, 1937

Bechtel, Richard—622 W. Lexington Ave., Elkhart, Ind.
Collector June 21, 1937

Bedenkop, R. Thayne—327 East Blvd., Elkhart, Indiana
New Business Salesman June 12, 1937

Beeden, C. W.—1510 Kenyon Street, South Bend, Indiana
Relay Engineer May 20, 1937

Beehler, Chester—R. R. No. 1, Box 52, Mishawaka, Ind.
Operator May 27, 1937

Beezley, A. C.—R. R. No. 2, Benton Harbor, Michigan
Substation Maintenance Man May 20, 1937

Beistle, Ethel—203 Clark Street, Buchanan, Michigan
Accounting Clerk May 20, 1937

Belke, Herman—1013 Broad St., St. Joseph, Michigan
Distribution Ground Man May 20, 1937

Bentley, Frank—408½ W. Front St., Buchanan, Michigan
Storekeeper May 18, 1937

Berlin, Rose—110 W. Washington St., Elkhart, Indiana
Merchandise Clerk May 21, 1937

Betly, J.—544 L. W. E. South Bend, Indiana
Distribution Lineman May 20, 1937

Bidlach, J. B.—308 S. Main St., Mishawaka, Indiana
Carpenter June 16, 1937

Blair, B. E.—204 Walnut Street, Butler, Indiana
Meter Man May 28, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Bloom, Chester—Box 48A, La. Shore Dr, St. Joseph, Mich.
Substation Maint. Man May 20, 1937

Blough, LaMar—185 W. May St., Benton Harbor, Mich.
Rural Service Salesman June 1, 1937

Blyly, Wm. L.—519 Linden Street, Hartford, Michigan
Hydro Operator May 20, 1937

Bock, M. C.—R. R. No. 3, Elkhart, Indiana
Serviceman May 18, 1937

Boggs, Frank J.—R. R. No. 2, Eau Claire, Michigan
Meter Man May 18, 1937

Bogol, Joseph—1914 Marine St., South Bend, Indiana
Distribution Clerk May 20, 1937

Bolinger, Glen—230 Hammond Pl., South Bend, Indiana
Watchman May 19, 1937

BonDurant, Otto—Bremen, Indiana
Boiler Repair Man June 8, 1937

Bookwalter, C. W.—R. No. 4, Niles, Michigan
Rural Solicitor May 20, 1937

Borlik, John—1334 Monroe St., Benton Harbor, Mich.
New Business Service Man May 20, 1937

Bosscawen, W. L.—1235 E. Third St., Mishawaka, Ind.
Operator May 19, 1937

Bottorff, Perry—1142 Middlebury St., Elkhart, Ind.
Hydro Attendant May 19, 1937

Bowman, Courtney G.—
2517 Mishawaka Avenue, South Bend, Ind.
Meter Reader May 20, 1937

Bowman, John M.—1122 N. St. Joseph St., S. Bend, Ind.
Engineer June 15, 1937

Bowman, J. William—1909 Crescent Ave., Ft. Wayne, Ind.
System Operator May 25, 1937

Bowman, W. E.—R. R. No. 2, Mishawaka, Indiana
Watchman May 18, 1937

Boynton, Donald—Hartford, Michigan
Utility Truck Driver May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Brady, Adlie—1205 E. Madison St., South Bend, Indiana
Meterman May 18, 1937

Brandon, E. F.—R. R. No. 1, Elkhart, Indiana
Meter Reader June 17, 1937

Braunsdorf, Joseph—818 N. St. Louis Blvd., S. Bend, Ind.
Distribution Engineer May 18, 1937

Brennan, B. F.—2606 Pleasant St., South Bend, Indiana
Storeroom Clerk May 18, 1937

Brennan, John E.—410 E. Angella, South Bend, Indiana
Underground Man June 9, 1937

Brewer, Ed. J.—1101 Stanfield St., South Bend, Indiana
Street Lighting Man May 17, 1937

Brightup, George—800½ Church Street, St. Joseph, Mich.
Storeroom Man May 20, 1937

Briney, Marie—539 Cass Street, Benton Harbor, Mich.
Accounting Clerk Benton Harbor, Michigan

Bringle, W. M.—814 Princeton St., Elkhart, Indiana
Inspector May 18, 1937

Brinley, C. E.—2119 Portage Avenue, South Bend, Ind.
Electrical Helper May 17, 1937

H. R. Brinley—2221 Inglewood Pl., South Bend, Indiana
Electrician May 17, 1937

Broder, Bert—322 Lincoln W. E., South Bend, Indiana
Laborer May 17, 1937

Brown, Clarence M.—771 Ogden St., Benton Harbor, Mich.
Meter Reader May 26, 1937

Brown, Ida—317 N. Broadway, Butler, Indiana
Clerk June 21, 1937

Brown, R. J.—614 Leland Avenue, South Bend, Indiana
Distribution Engineer May 20, 1937

Brown, Victor—1155 Bresseau, Elkhart, Indiana
Distribution Lineman May 21, 1937

Brubaker, E. L.—1035 Richmond St., Elkhart, Indiana
Meter Tester May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Brunson, Roy—R. R. No. 2, Mishawaka, Indiana
Engineer May 16, 1937

Buckley, C. F.—524 E. Corby St., South Bend, Indiana
Lineman June 21, 1937

Bumann, Paul—605 26th Street, South Bend, Indiana
Electrical Helper May 17, 1937

Burgh, A. E.—832 27th Street, South Bend, Indiana
Engineer May 20, 1937

Burke, Beulah—1923 E. Jackson Blvd., Elkhart, Indiana
Clerk May 20, 1937

Burke, Wm. I.—116 LaPorte Avenue, South Bend, Ind.
Lighting Salesman May 20, 1937

Burkett, Harry H.—1206 Twyckenham Dr., S. Bend, Ind.
Electrician June 10, 1937

Burkhart, James—209 Orange Ave., Mishawaka, Indiana
System Operator May 19, 1937

Burt, Herman—830 Fairview Ave., South Bend, Indiana
Engineer May 18, 1937

Butcher, Orville—R. No. 1, Hartford, Michigan
Ground Man June 1, 1937

Caldwell, Russel—R. No. 4, Box 104, South Bend, Ind.
Transmission Lineman May 17, 1937

Caldwell, Shep—133 Seeley Street, Benton Harbor, Mich.
Distribution Lineman May 20, 1937

Calvert, H. T.—714 Lindsay Street, South Bend, Ind.
Right of Way Agent May 17, 1937

Calvert, R. M.—409 W. Colfax Ave., South Bend, Ind.
Electrician May 19, 1937

Campbell, C.—741 Ogden Ave., Benton Harbor, Michigan
Distribution Lineman May 20, 1937

Campbell, Vivian—510½ N. Main St., Mishawaka, Ind.
Stenographer May 18, 1937

Carlson, Carl—1318 32nd Street, South Bend, Indiana
Meterman May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Carlson, F. J.—1440 Conn Avenue, Elkhart, Indiana
Repairman, Mdse. May 21, 1937

Carlson, Geraldine—
Simonton Lake, R. No. 2, Elkhart, Ind.
Stenographer May 18, 1937

Carlson, Ruth—1908 N. Olive Street, South Bend, Indiana
Accounting May 20, 1937

Carlton, Glen—R. R. No. 2, South Bend, Indiana
Transmission May 20, 1937

Carlton, H. W.—R. R. No. 2, South Bend, Indiana
Distribution May 18, 1937

Casper, Alvin—R. R. 5, Box 547, South Bend, Indiana
Distribution May 20, 1937

Castetter, Fred—921 Lincoln Way East, South Bend, Ind.
Time Clerk and Dispatcher May 19, 1937

Chambers, Robert—
2315 Cambridge Blvd., Fort Wayne, Indiana
Lineman, Transmission May 17, 1937

Champaigne, Fred—719 W. LaSalle Ave., S. Bend, Ind.
Distribution Inspector May 19, 1937

Chandonia, John—1550 E. Jefferson, Mishawaka, Indiana
Laboratory May 19, 1937

Chandonia, Roy—129 Lawndale, Mishawaka, Indiana
Laborer May 18, 1937

Christian, Charles—R. R. No. 2, Mishawaka, Indiana
Tripper Operator, Coal Handling May 18, 1937

Claeys, Frank—1404 E. Howard St., South Bend, Indiana
Distribution Lineman May 20, 1937

Clark, Ernest—946 33rd Street, South Bend, Indiana
Transmission Crew May 16, 1937

Clark, Kenneth R.—704 Main St., St. Joseph, Michigan
Engineer, Distribution May 25, 1937

Clark, Madonna E.—128 Michigan St., New Carlisle, Ind.
Stenographer, Record Clerk May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Clark, Robert M.—502 State Street, Mishawaka, Indiana
Watchman May 19, 1937

Clem, John J.—311 Cleveland Avenue, Elkhart, Indiana
Meterman May 20, 1937

Clemens, Robert—
Terracoupe Road, R. No. 2, Buchanan, Mich.
Lineman May 18, 1937

Coble, Orbille—927 S. 27th Street, South Bend, Indiana
Storeroom Clerk May 17, 1937

Coford, William—1609 S. Caroline St., South Bend, Ind.
Lineman May 17, 1937

Coklesser, Clifton—R. R. No. 1, Elkhart, Ind.
Meter Reader June 1, 1937

Collins, George—425 N. Main Street, Elkhart, Indiana
Stores Department Clerk May 18, 1937

Collins, M. J.—1208 Sunnymede, South Bend, Indiana
Plant Maintenance May 18, 1937

Collins, Ray M.—401 Park Avenue, Mishawaka, Indiana
Condenser Operator May 18, 1937

Comer, Chester—513½ W. Lexington, Elkhart, Indiana
Meterman May 21, 1937

Conant, H. L.—604 Days Avenue, Buchanan, Michigan
Storekeeper May 20, 1937

Connell, Raymond—R.R. No. 1, Box 355, South Bend, Ind.
Range Deliveryman May 27, 1937

Cook, Reed L.—Monroe Street, Bangor, Michigan
Trouble Man May 21, 1937

Cook, Mary—Bangor, Michigan
Cashier May 21, 1937

Cooke, Arthur—413 Marion Street, Mishawaka, Indiana
Laborer May 18, 1937

Coonfare, V. L.—105 Willowview St., Elkhart, Indiana
Plant Operator May 19, 1937

Cooper, Elaine—123 Broad St., St. Joseph, Michigan
Cashier May 22, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Coppler, H. J.—R. R. No. 5, Polo St., Elkhart, Indiana
Meter Installer May 21, 1937

Corbin, Frank E.—409 W. Colfax Ave., South Bend, Ind.
Electrician June 10, 1937

Cornnor, Earl—124 S. St. Peter St., South Bend, Indiana
Garage Mechanic July 28, 1937

Corporon, Richard—319 N. Scott St., South Bend, Indiana
Hydro Attendant May 19, 1937

Cottrell, Dell—801 E. Bronson St., South Bend, Indiana
System Operator May 19, 1937

Crabill, Chas. F.—129 N. Huey St., South Bend, Indiana
Service Repairman May 21, 1937

Crall, Norman—1011 S. 33rd St., South Bend, Indiana
Wood finisher May 18, 1937

Crawford, Lloyd—1118 Chalfant St., South Bend, Indiana
Electrical Construction May 19, 1937

Cregg, Wm.—518 N. Hill Street, South Bend, Indiana
Janitor May 18, 1937

Crist, John U.—621 Blaine Ave., Elkhart, Indiana
Power Salesman May 27, 1937

Crittenden, Martha—303 South Center St., Bremen, Ind.
Stenographer May 20, 1937

Cullen, Albert—1105 E. Mishawaka Ave., Mishawaka, Ind.
Machinist May 18, 1937

Culp, Anna Louise—519 Maple Row, Elkhart, Indiana
Home Economist May 21, 1937

Cunningham, A. L.—R. R. No. 1, Mishawaka, Indiana
Condenser Operator May 19, 1937

Curran, Allan—714 Lindsey Ave., South Bend, Indiana
Engineer May 17, 1937

Curran, James J.—1203 Sunnymede Ave., S. Bend, Ind.
Utility Man July 13, 1937

Curran Wannetta—242 Jefferson Ct., Ben. Harbor, Mich.
Clerk May 21, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Daggett, Leonard—202 Portage, Buchanan, Michigan
Salesman June 10, 1937

Dailey, Chas.—310 West Depot St., Butler, Indiana
Distribution Lineman May 17, 1937

Daly, James A.—1142 N. Adams Street, South Bend, Ind.
Electrician Maint. and Con. May 20, 1937

Daly, V. M.—938—36th Street, South Bend, Indiana
Distribution Lineman May 17, 1937

Daniels, L. E.—R. No. 6, Box 268, South Bend, Indiana
Distribution Gang May 17, 1937

Dase, Edward—514 Pine Street, St. Joseph, Michigan
Meter Reader May 26, 1937

Daugherty, C. H.—1204 Maple Row, Elkhart, Indiana
Trouble Man June 12, 1937

Daugherty, F. C.—R. R. No. 2, Mishawaka, Indiana
Laborer May 19, 1937

Daugherty, F. E.—2218 L. W. E., Mishawaka, Indiana
Watchman May 20, 1937

Daugherty, L.—1101 E. Mishawaka Ave., Mishawaka, Ind.
Electrician June 16, 1937

Davis, Blanchard—1306 Harrison Ave., St. Joseph, Mich.
Distribution May 20, 1937

Davis, Clarence—R. No. 5, Box 29, South Bend, Indiana
Garage Mechanic May 18, 1937

Davis, Owen R.—3507 Mishawaka Ave., South Bend, Ind.
Laborer May 18, 1937

DeCraene, Carl—2021 W. Orange St., South Bend, Ind.
Driver May 17, 1937

DeCraene, Rene—R. No. 1, Box 162, Granger, Indiana
Car Greaser and Washer May 18, 1937

DeFrees, A. S.—Hartford, Michigan
Station Operation May 20, 1937

Degraff, Charles—1217 E. Bissell St., South Bend, Ind.
Laborer May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

DeGroote, J.—104 S. Portage, Buchanan, Michigan
Inspector May 20, 1937

Degucz, C. A.—1020 E. Milton St., South Bend, Ind.
Meterman May 19, 1937

DeHaven, O.—1021 Liberty Drive, Mishawaka, Ind.
Crane Operator May 18, 1937

Denman, F. A.—303 Hickory St., Elkhart, Indiana
Groundman May 18, 1937

Denman, R. E.—R. R. No. 2, Elkhart, Indiana
Meter Foreman May 20, 1937

DePew, H. H.—[illegible]9 E. Indiana Avenue, Elkhart, Indiana
Troubleman May 18, 1937

DePew, Wm.—501 E. Colfax Avenue, South Bend, Ind.
Electrician May 17, 1937

Dering, A.—Walkerton, Indiana, R. R. No. 2
Laborer May 17, 1937

Dibler, Chas. W.—1907 W. Indiana Ave., Elkhart, Indiana
Meter Tester May 20, 1937

Dickerson, Herbert—719 25th Street, South Bend, Indiana
Record Clerk May 18, 1937

Dietrich, R. C.—1754 L. W. E., Mishawaka, Indiana
Engineer May 18, 1937

Dolniak, Joseph—518 S. Grant, South Bend, Ind.
Lineman May 18, 1937

Dolph, Demis—1005 E. Ewing Ave., South Bend, Indiana
Stenographer May 21, 1937

Doran, Chas.—723 Corby St., South Bend, Indiana
Draftsman May 20, 1937

Doriot, Gerald F.—R. No. 5, Box 151, Elkhart, Indiana
Clerk May 18, 1937

Dorry, Elmer—R. No. 1, Elkhart, Indiana
Groundman June 17, 1937

Downey, John—R. No. 4, Box 252, South Bend, Indiana
Fireman July 13, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Drazsnzak, Mary—916 W. Dunham St., South Bend, Ind.
Biller May 20, 1937

Driscoll, P. A.—128 Delorenzi St., Mishawaka, Indiana
Fireman, Boiler Room July 15, 1937

Dundei, Clarence—500 Lake St., St. Joseph, Michigan
Groundman May 20, 1937

Durfey, Ernest—Benton Harbor, Michigan
Tree Trimming May 19, 1937

Durr, P. F.—1853 N. Brookfield St., South Bend, Ind.
Relay Engineer May 20, 1937

DeMuer, Victor—R. No. 6, South Bend, Indiana
Carpenter May 19, 1937

Eastham, Clarence—126 Roseland Ave., Mishawaka, Ind.
Boiler Repairman May 18, 1937

Eble, Paul F.—706 N. Notre Dame Ave., South Bend, Ind.
System Operator May 22, 1937

Edgell, Taylor—563 Niles Ave., Benton Harbor, Mich.
Line Foreman May 20, 1937

Edson, L. B.—R. No. 3, Benton Harbor, Michigan
Troubleman May 20, 1937

Edwards, Dewey—430 N. Notre Dame, South Bend, Ind.
Lineman May 20, 1937

Egendoerfer, A.—752 36th St., South Bend, Ind.
Millwright May 18, 1937

Eggleston, DeWitt—924 Homewood Ave., Mishawaka, Ind.
Mechanic May 18, 1937

Eisenhart, J. P.—R. No. 4, Box 217, South Bend, Indiana
Carpenter May 18, 1937

Elkins, Forrest—R. No. 3, Empire Rd., Benton Harbor, Michigan
Substation Maintenance May 20, 1937

Emboden, Adrain—910 E. Victoria, South Bend, Ind.
Clerk, Stores Dept. May 17, 1937

Emboden, Wm.—1155 E. Fox, South Bend, Indiana
Electrician May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Embick, Raymond—707 Haney Ave., South Bend, Ind.
Turbine Operator May 18, 1937

Emmons, C. F.—R. No. 6, South Bend, Indiana
Truck Driver May 19, 1937

Emmons, W. F.—524 W. Marion St., Elkhart, Indiana
Troubleman May 19, 1937

Ender, John—384 Brunson Ave., Benton Harbor, Mich.
Stores Dept. May 20, 1937

Enright, E. M.—540 N. Cedar St., Mishawaka, Ind.
Relay Engineer May 20, 1937

Ernst, E. J.—404 Washington St., Benton Harbor, Mich.
Forestry, Truck Driver May 19, 1937

Esch, Edward—523½ N. Cushing St., South Bend, Ind.
Hydro Maintenance Man May 19, 1937

Esch, George—123 Simpson Ave., Elkhart, Ind.
System Operator May 19, 1937

Eslinger, Robert—720 Donmoyer Ave., South Bend, Ind.
Meterman May 18, 1937

Evans, Dale—1420 Strong Ave., Elkhart, Indiana
Clerk June 22, 1937

Evans, Emery—Cleveland Road, South Bend, Indiana
Lineman May 20, 1937

Evans, Raymond—118 Bosse Ave., Mishawaka, Indiana
Operator May 19, 1937

Fackler, R. W.—1134 E. Wayne St., South Bend, Indiana
Shift Supervisor June 16, 1937

Fahler, Earl—809 27th St., South Bend, Indiana
Boiler Room Engineer May 18, 1937

Fansler, O.—713 29th St., South Bend, Indiana
Hydro Maintenance Man May 18, 1937

Fay, Victor C.—308 N. Main St., Buchanan, Michigan
Operator May 28, 1937

Faylor, Everett—R. R. No. 2, Fort Wayne, Indiana
Laborer June 28, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Fechner, Paul A.—332 W. Battell St., Mishawaka, Ind.
Soot Blower May 18, 1937

Feece, Cleon—724 Allen St., South Bend, Indiana
Laborer May 18, 1937

Feece, Wesley—R. R. No. 2, Montrey, Indiana
Boiler Maintenance Man June 23, 1937

Feehrer, Edwin C.—1031 Middlebury St., Elkhart, Indiana
Janitor June 24, 1937

Feirrell, C. R.—415 Victoria St., South Bend, Indiana
Field Material Clerk May 15, 1937

Feiser, O. R.—213 E. Ewing St., South Bend, Indiana
Steam Fitter May 18, 1937

Fieser, Leander C.—205 Sycamore St., South Bend, Ind.
Lineman May 17, 1937

Firmin, George P.—1202 E. Ewing Ave., South Bend, Ind.
Substation Operator June 1, 1937

Fisel, Kenneth—333 N. Main St., South Bend, Indiana
Stenographer May 21, 1937

Fisette, Joseph—1139 E. Corby St., South Bend, Indiana
Operator May 18, 1937

Fitch, Richard N.—715 E. Haney Ave., South Bend, Ind.
Statistician May 20, 1937

Fitzwater, Maurice—1110 21st St., South Bend, Ind.
Meter Reader May 20, 1937

Flauding, Earl E.—123 N. 6th St., Elkhart, Ind.
Meter Reader June 17, 1937

Flenor, Wanda D.—313 Short St., Buchanan, Michigan
Utility Clerk May 20, 1937

Folsom, Marian—1134 E. Wayne St., South Bend, Indiana
Telephone Operator May 20, 1937

Fomenko, John—855 Edgewater, Fort Wayne, Indiana
Substation Operator May 24, 1937

Foote, Cyrus—1202 Cleveland Ave., South Bend, Indiana
Relay Engineer May 20, 1937

Forburger, Francis—Hillview Ave., Buchanan, Michigan
Mechanic May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Ford, E. N.—1310 31st St., South Bend, Indiana
Dispatcher May 19, 1937

Forgue, Joseph—116 Chore Cut, Buchanan, Michigan
Truck Driver May 18, 1937

Forsythe, Homer—Benton Harbor, Michigan
Meter Man May 20, 1937

Fossett, Howard—1221—35th Street, South Bend, Indiana
Painter May 18, 1937

Foster, John—135 Garfield Ave., Elkhart, Indiana
Repairman, Mdse. May 21, 1937

Foster, Theodore—1158 E. Indiana Avenue, S. Bend, Ind.
Meter Reader May 20, 1937

Foster, W. C.—844 Pithens St., Benton Harbor, Mich.
Lineman May 20, 1937

Fowler, I. R.—728 Grand Blvd., Mishawaka, Indiana
Meter Reader May 20, 1937

Fox, John E.—116 N. Notre Dame Ave., South Bend, Ind.
Meterman May 18, 1937

Frank, W. L.—1327 S. Main St., Elkhart, Indiana
June 17, 1937

Frash, George W.—1419 Miami St., South Bend, Indiana
Truck Driver May 18, 1937

Freeman, Earl—214 Sycamore St., South Bend, Indiana
Lineman May 18, 1937

Freiburg, E. H.—3001 Hartzer, South Bend, Indiana
New Business Service Mgr. May 21, 1937

Fricke, John F.—996 Colfax Ave., Benton Harbor, Mich.
New Business Salesman May 20, 1937

Friddle, Clarence G.—753—32nd St., South Bend, Ind.
Engineer July 7, 1937

Fritz, Edmund E.—213 Lincoln W. W., Ligonier, Indiana
Service Man May 25, 1937

Frye, Dee—310 Ballard Ave., Mishawaka, Indiana
Watchman May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Fuller, H. B.—528 W. Marion St., Elkhart, Indiana
Garage Mechanic May 21, 1937

Funston, Sophia—Box 694, Paxston Park, So. Bend, Ind.
Clerk May 20, 1937

Furst, Ardath—115 Grant St., Ligonier, Indiana
Cashier May 25, 1937

Fuzy, George P.—1043 Lincoln W. W., South Bend, Ind.
Service Man May 18, 1937

Galbreath, Eugene—R. R. 4, Box 30, South Bend, Indiana
Service Man March 18, 1937

Garl, Clinton—1128 Middlebury St., Elkhart, Indiana
Deliveryman May 20, 1937

Gardanger, Paul—1126 Lafayette, Benton Harbor, Mich.
Laborer June 8, 1937

Garmire, Carl—204 N. Detroit St., Buchanan, Mich.
Rural Man June 10, 1937

Garner, C. W.—145 Washington, Hartford, Michigan
Tree Trimmer June 15, 1937

Gartenberg, Samuel—1634 S. Taylor St., South Bend, Ind.
Meter Tester May 18, 1937

Garver, W. L.—1621 Stevens Ave., Elkhart, Indiana
Lineman May 26, 1937

Geilker, Walter—637 Gernhart Ave., Mishawaka, Indiana
Draftsman May 18, 1937

Gennicks, F. H.—418 West Jefferson, Mishawaka, Indiana
Boiler Maintenance Man May 19, 1937

Gibbens, Harry L.—2839 L. W. E., Mishawaka, Indiana
Engineer May 20, 1937

Gillen, C. W.—309 E. Victoria, South Bend, Indiana
Substation Attendant June 22, 1937

Ginther, Herman G.—301 E. Bowman St., South Bend, Ind.
Watch Engineer May 20, 1937

Ginther, Ray—1226 29th St., South Bend, Indiana
Plant Maintenance May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Gitersonke, Helen—214 Cecil Ave., Buchanan, Michigan
Clerk May 20, 1937

Glaum, C. M.—204 N. Race St., Mishawaka, Indiana
Switch Board Operator May 19, 1937

Glawe, Paul—Butler, Indiana
Truck Driver May 17, 1937

Goodrich, Mildred—Hartford, Michigan
Cashier May 20, 1937

Gothiea, George J.—314 E. Crawford St., Elkhart, Ind.
New Business Salesman June 12, 1937

Gotter, George J.—1201 S. Main St., South Bend, Indiana
Blacksmith May 19, 1937

Graffmiller, Guy—615 Clinton St., South Bend, Indiana
Hydro Maintenance May 18, 1937

Grannis, C. O.—609 E. Dubail Ave., South Bend, Indiana
Engineer May 20, 1937

Grant, Cephas—413 Gernhart Ave., Mishawaka, Indiana
Electrician May 20, 1937

Graw, Louis E.—454 Edison St., South Bend, Indiana
Engineer May 19, 1937

Green, Wade—521 27th St., South Bend, Indiana
Meterman May 19, 1937

Greenberg, Doris—434 S. Fellows St., South Bend, Ind.
Stenographer May 18, 1937

Grisamer, Harry—841 E. 4th St., Mishawaka, Indiana
Electrician May 18, 1937

Grosse, Jean—Three Oaks, Michigan
Cashier May 20, 1937

Grounds, Walter—110 S. Niles Ave., South Bend, Indiana
Lineman May 17, 1937

Grubb, D. E.—Box 86, Bristol, Indiana
Inspector June 17, 1937

Grundy, Eugene W.—1326 E. Corby Blvd., So. Bend, Ind.
Meter Tester May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Gschwindt, Richard C.—709½ N. St. Joseph St., So. Bend
Engineer May 17, 1937

Habis, Steve—1801 S. Walnut St., South Bend, Indiana
Mechanic May 19, 1937

Hagenbarth, Victor—1105 Territorial Rd., Ben. Har., Mich.
Meter Man May 20, 1937

Hahn, Walter—620 E. Howard, South Bend, Indiana
Lineman May 17, 1937

Hall, F. J.—1750 L. W. E., Mishawaka, Indiana
Engineer May 18, 1937

Ham, Fred—703 S. Oak St., Buchanan, Michigan
Lineman May 18, 1937

Hamam, C. F.—1318 Mishawaka Ave., South Bend, Ind.
Carpenter May 18, 1937

Hanley, J. M.—317 E. Fox St., South Bend, Indiana
Janitor and Watchman May 20, 1937

Harkrider, Fred—440 Moccasin Ave., Buchanan, Michigan
Meter Reader May 18, 1937

Harmon, Fred C.—614 26th Street, South Bend, Indiana
Mechanic May 18, 1937

Harr, Elmer—426 S. Fellow St., South Bend, Indiana
Truck Driver May 18, 1937

Harris, J. R.—1131 L. W. E., Mishawaka, Indiana
Boiler Maintenance Man May 20, 1937

Harris, William—1306 Miami St., South Bend, Indiana
Electrician May 17, 1937

Harter, R. T.—837 32nd St., South Bend, Indiana
Transmission Crew May 17, 1937

Harter, L. E.—R. R. No. 3, Box 318, South Bend, Indiana
Troubleman May 17, 1937

Hartley, C. W.—Dragoon Trail, South Bend, Indiana
Meterman May 19, 1937

Hartman, Alberta—1311 S. St. Joseph St., So. Bend, Ind.
Clerk May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Hartman, Thurman G.—401 State St., Mishawaka, Ind.
Substation Operator May 19, 1937

Hass, Carl A.—747 Diamond Ave., South Bend, Indiana
Electrical Repair Man May 24, 1937

Hatch, Thos. E.—R. R. No. 1, Niles, Michigan
Construction May 17, 1937

Hatfield, Chas.—619 W. High St., Elkhart, Indiana
Hydro Supervisor May 19, 1937

Haven, Donald—1018 S. Main St., Elkhart, Indiana
Laborer May 20, 1937

Havlin, C. A.—Granger, Indiana
Lineman May 15, 1937

Hawk, Ernest—301 Clark St., South Bend, Indiana
Lineman May 18, 1937

Hawthorne, K. R.—R. No. 3, Box 68B, South Bend, Ind.
Mdse. Storeroom May 21, 1937

Hayden, Harry—1010 21st St., South Bend, Indiana
Inspector May 17, 1937

Heaps, Carl E.—R. No. 2, Berrien Springs, Michigan
Assistant Operator May 24, 1937

Heaps, George—214 Eddy Street, Elkhart, Indiana
Operator May 19, 1937

Heffner, Edgar—941 20th St., South Bend, Indiana
Groundman May 17, 1937

Heiermann, Florence—1716 S. Michigan St., So. Bend, Ind.
Relief Clerk May 20, 1937

Heltzel, Calvin—R. R. No. 2, Mishawaka, Indiana
Track Worker May 19, 1937

Heminger, Walter—R. R. No. 2, Mishawaka, Indiana
Boiler Maintenance Man May 19, 1937

Henderson, F. M.—1009 21st St., South Bend, Indiana
Transmission Engineer May 17, 1937

Herman, Fred—215 Sylvan Avenue, Buchanan, Mich.
Lineman May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Hess, L. D.—R. No. 5, Elkhart, Indiana
Truck Driver May 20, 1937

Hetler, Marjorie—Berrien Springs, Michigan
Mdse. Clerk May 20, 1937

Heyde, Donald—813 Park Avenue, South Bend, Indiana
Stenographer May 18, 1937.

Hickey, Marvin—1030 N. Eddy St., South Bend, Indiana
Meter Reader May 20, 1937

Higgins, Erwin—1337 Okema Ave., Elkhart, Indiana
Lineman May 18, 1937

Highleyman, C. D.—616 Rex Street, South Bend, Indiana
Engineer May 20, 1937

Hildebrand, C. M.—708 Lindsey St., South Bend, Indiana
Distribution Foreman May 17, 1937

Hill, Leonard W.—1410 S. St. Joe St., South Bend, Ind.
Construction Work May 17, 1937

Hill, Milo W.—1023 Johnson St., Elkhart, Indiana
Lineman May 19, 1937

Hire, Karl T.—Benton Harbor, Michigan
Tree Trimmer May 19, 1937

Hiss, Irene—825 E. LaSalle Ave., South Bend, Indiana
Stenographer and Clerk May 20, 1937

Hobbick, Rollo—222 E. Navarre St., South Bend, Indiana
Credit Manager May 21st, 1937

Hoblitzel, R. L.—128 Rhodes St., South Bend, Indiana
Lineman May 21, 1937

Hoctel, Earl—1137 Haney, South Bend, Indiana
Garage Service Man May 20, 1937

Holcomb, Edmund—946 E. Sorin, South Bend, Indiana
Meter Tester May 18, 1937

Holycross, Eugene—R. No. 1, Box 295 A, Osceola, Indiana
Mill Man May 18, 1937

Honold, Valentine—1753 Lincoln W. E., Mishawaka, Ind.
Operator May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Hood, William E.—1201 N. Adams St., South Bend, Ind.
Clerk May 20, 1937

Hoot, Russel H.—1111 Strong Avenue, Elkhart, Indiana
Storekeeper May 18, 1937

Hoover, Mary Esther—1204 S. Main Street, Elkhart, Ind.
Stenographer May 20, 1937

Housand, Ray—2625 L. W. E., Mishawaka, Indiana
Machinist Helper May 19, 1937

Howard, T.—609 St. Peter St., South Bend, Indiana
Driver June 21, 1937

Howe, Deo—130 David St., South Bend, Indiana
Line Foreman May 17, 1937

Hughes, Aaron—1819 Caroline St., South Bend, Indiana
Engineer and Instrument Man May 18, 1937

Hughes, Kenneth—R. No. 2, Eau Claire, Michigan
Meter Reader May 26, 1937

Hulwick, Waldo—221 W. Oak Street, Butler, Indiana
Lineman May 17, 1937

Humberger, Ray—1238 McCartney St., South Bend, Ind.
Shop Foreman May 18, 1937

Hurley, Charles—1213 L. W. E., Mishawaka, Indiana
Soot Blower May 18, 1937

Hushower, Paul E.—212 Sylvan Ave., Buchanan, Mich.
Lineman May 18, 1937

Houton, R. C.—520 E. Lawrence St., Mishawaka, Indiana
Electrician May 17, 1937

Hutchinson, A. H.—616 DuVurne Ave., St. Joseph, Mich.
Lineman May 20, 1937

Huter, Eugene—Sodus, Michigan
Groundman June 11, 1937

Huyvaert, Emiel—R. No. 1, Box 162, Granger, Indiana
Laborer May 18, 1937

Ingleright, Ray F.—942 S. 26th St., South Bend, Indiana
Welder July 15, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Jane, William—312 W. Front St., Buchanan, Michigan
Utility Man May 19, 1937

Jefferson, O. E.—133 E. Pendel, South Bend, Indiana
Stack Room Foreman May 17, 1937

Jensen, Herbert—2414 Niles Ave., St. Joseph, Michigan
Meterman May 20, 1937

Johl, Warren—202 N. Detroit St., Buchanan, Michigan
Hydro Operator May 29, 1937

Johnson, Crayton—Bridgman, Michigan
Mechanist May 18, 1937

Johnson, E. J.—Hartford, Michigan
Hydro Operator May 20, 1937

Johnson, E. L.—104 West Dewey Ave., Buchanan, Mich.
Line Foreman May 18, 1937

Johnson, Harold—502 Studebaker St., South Bend, Ind.
Material Clerk May 17, 1937

Johnson, Rudolph—131 Lawndale Ave., Mishawaka, Ind.
Welder May 18, 1937

Johnson, Simon—619 Studebaker St., Mishawaka, Ind.
Machinist May 18, 1937

Johnson, Stanley—714 Dundee St., South Bend, Indiana
Clerk May 19, 1937

Jones, Thomas J.—P. O. Box 43, Butler, Indiana
Lineman May 17, 1937

Jones, Wilbur—816 N. Main St., South Bend, Indiana
Lineman May 18, 1937

Judd, Kathryn—Berrien Springs, Michigan
Cashier June 11, 1937

Judson, Frank M.—3201 Michigan Ave., South Bend, Ind.
Machinist May 18, 1937

Judy, Orly C.—R. No. 4 Admas Road, South Bend, Ind
Inspector May 17, 1937

Kabrick, Esther—917 Esther St., South Bend, Indiana
Stenographer May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Karp, Ralph L.—439 Logan St., South Bend, Indiana
Welder May 26, 1937

Kaufmann, Frank—320 Fisher Ct., Mishawaka, Indiana
Painter May 18, 1937

Kegg, D. C.—R. No. 2, Elkhart, Indiana
Meter rebuilder May 20, 1937

Keith, Guy P.—840 Superior St., Benton Harbor, Mich.
Lineman May 20, 1937

Keller, Noble O.—Bristol, Indiana
Cabinet Maker May 18, 1937

Kemps, Carl F.—220 E. Dayton St., South Bend, Indiana
Draftsman May 17, 1937

Kennedy, Gertrude—1134 E. Milton St., South Bend, Ind.
Biller May 20, 1937

Kennedy, Paul Russel—1001 S. 21st St., South Bend, Ind.
Welder June 18, 1937

Keppler, Arthur—2014 S. Main St., South Bend, Indiana
Engineering May 19, 1937

Kesner, Cecil—716 Reddick St., Mishawaka, Indiana
Meterman May 18, 1937

Kester, Robert—212 East Oak St., Butler, Indiana
Storeroom June 1, 1937

Kettelhut, Henry—533 Chimera Ct., St. Joseph, Michigan
Lineman May 20, 1937

Kidder, Russell—916 Kilbourne St., Elkhart, Indiana
Tree Trimmer May 19, 1937

Kimball, Roy—847 E. Vineyard St., Benton Harbor, Mich.
Laborer June 8, 1937

Kimmel, M. L.—1016 Goshen Ave., Elkhart, Indiana
Lineman May 18, 1937

Kindy, R. C.—109 W. Marion St., Mishawaka, Indiana
Pipe-fitter May 18, 1937

King, John B.—1619 Morton Ave., Elkhart, Indiana
Hydro Operator May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Kinzler, Charles—888 Superior St., Benton Harbor, Mich.
Truck Driver May 20, 1937

Kingsbury, Maud—1217 E. Bronson St., South Bend, Ind.
Ledger Balance Clerk May 21, 1937

Kinney, William—120 N. Hill St., South Bend, Indiana
Boiler Room Fireman May 20, 1937

Kite, K. O.—213 Oakley Ave., Mishawaka, Indiana
Steam Plant Operator May 18, 1937

Klaiber, Robert—Y.M.C.A., Benton Harbor, Michigan
Rural Salesman June 1, 1937

Klein, Richard—2932 L. W. E., Mishawaka, Indiana
Boiler Repairman May 18, 1937

Kline, Vivian—R. No. 2, Butler, Indiana
Cashier June 17, 1937

Knepp, Cleon E.—407 E. Howard St., South Bend, Ind.
Chief Distribution Clerk May 17, 1937

Knight, Paul C.—R. No. 4, Elkhart, Indiana
Production Man July 16, 1937

Knoblock, Maggie—1040 Portage Ave., South Bend, Ind.
Addressograph Operator May 20, 1937

Koenigshof, Lena—602 E. South St., South Bend, Indiana
Telephone Operator May 19, 1937

Konya, John—1014 W. Colfax Ave., South Bend, Indiana
Meterman May 18, 1937

Kreighbaum, Robert—R. No. 5, South Bend, Indiana
Load Dispatcher May 19, 1937

Kreimer, E. P.—1430 E. Madison St., South Bend, Ind.
Electrical Engineer May 19, 1937

Kulik, Wallace—Butler Hotel, Butler, Indiana
Lineman May 17, 1937

Kuzmanovich, Sanders—R. No. 2, Box 150, So. Bend, Ind.
Millwright May 19, 1937

Lacopo, Michael J.—3006 Hartzer St., South Bend, Ind.
Engineer May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

LaFortune, Edmund—1014 N. Eddy St., South Bend, Ind.
Inspector May 19, 1937

Laidlaw, Ralph E.—Napier Avenue, Benton Harbor, Mich.
Mdse. Manager May 20, 1937

Lambert, Nelson—545 Jackson St., Gary, Indiana
Right-of-Way Agent May 18, 1937

Lammons, Max—313 Walsh Street, South Bend, Indiana
Construction Handy Man May 18, 1937

Landon, Keith M.—1679 Main St., Elkhart, Indiana
Right-of-Way May 22, 1937

Landon, Ray—626 W. Franklin St., Elkhart, Indiana
Line Foreman May 17, 1937

LanDuyt, Charles—216 W. 9th Street, Mishawaka, Ind.
Janit[illegible] July 5, 1937

Lane, C. E.—130 S. McCombs, South Bend, Indiana
Lineman May 17, 1937

LaRowe, Harold—409 W. Main St., Butler, Indiana
Troubleman May 24, 1937

LaRue, H. V.—1922 E. Bowman St., South Bend, Indiana
Mechanic June 21, 1937

LaVelle, William—509 N. St. Peter St., South Bend, Ind.
Foreman Distribution May 17, 1937

Lay, Palmer—1195 Union St., Benton Harbor, Michigan
Assistant Meter Supt. May 20, 1937

Layman, Vaughn—509 Arcade Avenue, Elkhart, Indiana
Power Engineer May 26, 1937

Lechlitner, S. E.—2209 Pleasant Plain, Elkhart, Indiana
Watchman May 19, 1937

Lederer, Carl B.—1222 E. LaSalle, South Bend, Indiana
Electrician May 18, 1937

Lee, George W.—1732 Homewood, Mishawaka, Indiana
Substation Operator May 19, 1937

Lillard, Ross N.—114 McDonald Ct., Benton Har., Mich.
Forestry Foreman May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Lindemann, Dorothy—123 Apple Ave., Benton Har., Mich.
Clerk and Stenographer May 20, 1937

Linn, L. N.—201 Plum St., Elkhart, Indiana
Troubleman May 18, 1937

Livelsberger, D. W.—602 Days Avenue, Buchanan, Mich.
Lineman May 20, 1937

Logan, Ralph—820½ Spring St., Fort Wayne, Indiana
Lineman, Transmission May 17, 1937

Lossee, Ben—1226 S. Blvd., Elkhart, Indiana
Foreman Line May 20, 1937

Loudgate, Chas.—12 N. Merfield Ave., Mishawaka, Ind.
Janitor May 8, 1937

Lucker, Chet.—1259 McAllister St., Benton Har., Mich.
Mechanic June 12, 1937

Ludington, H. E.—154 Middlebury St., Elkhart, Indiana
Lineman May 18, 1937

Lundberg, Hugo—1114 Belmont St., South Bend, Indiana
Engineer July 14, 1937

Lunsford, C.—114 S. Delorenzi, Mishawaka, Indiana
Welder May 20, 1937

Lux, J. E.—1015 Redick St., South Bend, Indiana
Laborer May 18, 1937

Lynch, Margaret—721 Michigan St., Elkhart, Indiana
Cashier June 28, 1937

Lyons, R. K.—394 Vineyard, Benton Harbor, Michigan
Clerk May 20, 1937

Maham, Frank—Eastman Ave., Benton Harbor, Michigan
Meter Man May 20, 1937

Mallburg, Axel—Bridgman, Michigan
Carpenter May 18, 1937

Manes, Wilbur—215 N. Kimmel St., Ber. Spgs., Mich.
Tree Trimmer May 19, 1937

Mangold, Ernest E.—Terre Coupe Rd., Buchanan, Mich.
Lineman May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Mangold, Lois—628 W. Lexington Ave., Elkhart, Indiana
Cash Poster May 21, 1937

Marchesseau, Frank, Jr.—R. No. 2, Elkhart, Indiana
Troubleman May 17, 1937

Markham, Walter L.—113 Michigan St., Buchanan, Mich.
Lineman May 18, 1937

Marks, G. W.—Huestis St., Fort Wayne, Indiana
Lineman May 17, 1937

Marquess, W. D.—1212 S. Carroll St., South Bend, Ind.
Instrument Repair May 18, 1937

Marrs, Fred—Box 162, Buchanan, Michigan
Meter Man May 18, 1937

Marsh, Harvey A.—805—32nd St., South Bend, Indiana
Receiving Clerk May 17, 1937

Marsh, James S.—801 E. Golfax Ave., South Bend, Ind.
Substation Operator May 19, 1937

Martin, David V.—721 Pearl St., Benton Harbor, Mich.
Salesman May 20th, 1937

Martin, Helen—1317 Vassar Ave., South Bend, Indiana
Ledger Clerk May 19, 1937

Martin, Robert L.—625 Jefferson St., Elkhart, Indiana
Forestry Helper May 19, 1937

Martindale, Inez—961 East Main St., Benton Har., Mich.
Clerk May 21, 1937

Martz, Thos. C.—1706 L. W. E., Mishawaka, Indiana
Engineer May 19, 1937

Masten, C. E.—824 W. Broadway, Mishawaka, Indiana
Distribution Foreman May 15, 1937

Mastin, Lester—R. No. 2, Buchanan, Michigan
Lineman May 18, 1937

Mathiew, Joyce—108 S. Portage, Buchanan, Michigan
Stenographer June 18, 1937

Mathiews, E. J.—530—25th Street, South Bend, Indiana
Fireman May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Mattmiller, Otto—207 E. 6th St., Mishawaka, Indiana
Fireman May 18, 1937

Maurer, Kathryn—722 S. 30th St., South Bend, Indiana
Record Clerk May 18, 1937

Maxwell, Clarence—S. Kimmel St., Berrien Spgs., Mich.
Assistant Operator May 20, 1937

McCarthy, R. K.—305 W. Lafayette St., South Bend, Ind.
Laborer June 8, 1937

McCarty, Mary Louise—417 W. Navarre St., S. Bend, Ind.
Clerk May 20, 1937

McClure, V. A.—1062 Broadway, Benton Harbor, Mich.
Substation Maintenance Man May 20, 1937

McDough, Pearl—806 Pipestone St., Benton Harbor, Mich.
Cashier May 24, 1937

McNamara, Leo J.—324 S. St. Louis Blvd., S. Bend, Ind.
Meterman May 19, 1937

McQueen, Charlotte—320½ N. Scott St., South Bend, Ind.
Clerk May 20, 1937

Mead, Jay—R. No. 5, Box 890, South Bend, Indiana
Truck Driver May 17, 1937

Meade, Dean A.—417 S. Main St., South Bend, Indiana
Operator May 18, 1937

Meadows, Pauline—805 N. Michigan St., South Bend, Ind.
Stenographer May 20, 1937

Melsheimer, Marguerite—820 Court St., St. Joseph, Mich.
Office May 21, 1937

Melton, French—726 Sancome St., South Bend, Indiana
Troubleman May 24, 1937

Metzger, Ronald D.—1701 W. Lincoln W, Mishawaka, Ind.
Meterman May 18, 1937

Merriam, E. L.—728 Columbia, Benton Harbor, Michigan
Assistant Chief Clerk May 24, 1937

Metzger, L. P.—Buchanan, Michigan
Salesman June 10, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Meyer, Mary—904 Cleveland Avenue, South Bend, Ind.
Clerical Work May 20, 1937

Meyers, John E.—1108—25th St., South Bend, Indiana
St. Joe Htg. Maintenance May 18, 1937

Meyers, Joseph—816 Madison St., Elkhart, Indiana
Meter Tester May 24, 1937

Michael, Tracy—214 Pitt St., Berrien Springs, Mich.
Substation Operator May 20, 1937

Miles, Frank J.—1405 McKinley Ave., South Bend, Ind.
Distribution Engineer May 17, 1937

Miller, Chester D.—R. No. 3, Benton Harbor, Michigan
Meterman May 20, 1937

Miller, E. C.—505 E. Calvert St., South Bend, Indiana
Boiler Engineer May 20, 1937

Miller, E. J.—R. No. 2, South Bend, Indiana
Lineman Crew Foreman May 18, 1937

Miller, Freese—New Carlisle, Indiana
Record Clerk and Steno. May 18, 1937

Miller, Glen—2207 Morehouse Ave., Elkhart, Indiana
Helper June 17, 1937

Miller, John B.—1711 Milburn Blvd., Mishawaka, Indiana
Welder May 26, 1937

Miller, Lawrence—515 Reddick St., Mishawaka, Indiana
Craneman May 18, 1937

Miller, Madeline L.—
R. No., S. Pipestone Rd, Benton Hbr., Mich.
Stenographer May 21, 1937

Minary, Joe S.—359 Lincoln St., Benton Harbor, Mich.
Credit Manager May 21st, 1937

Minker, A. F.—1004 Monroe St., Elkhart, Indiana
Pipefitter May 18, 1937

Minshall, Frank L.—501 E. Colfax Ave., S. Bend, Ind.
Laborer May 19, 1937

Minor, G. W.—1201 S. Main St., South Bend, Indiana
Hydro Maintenance Man May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Mishler, Juanita—715 Prospect St., Elkhart, Indiana
Mdse. Bookkeeper May 21, 1937

Misner, Tom—R. No. 1, Osceola, Indiana
Switchman, T. B. R. R. May 18, 1937

Mitchell, E. R.—114 S. Detroit St., Buchanan, Michigan
Substation Operator May 31, 1937

Mixer, Chester—431 W. Beardsley Ave., Elkhart, Indiana
Meter Setter May 21, 1937

Moore, Harland—1119 E. Miner St., South Bend, Indiana
Boiler Room Engineer May 18, 1937

Moran, John—Butler, Indiana
Groundman May 17, 1937

Morehouse, James—R. No. 5, South Bend, Indiana
Truck Driver May 16, 1937

Morey, Maxine—R. No. 2, Box 56, St. Joseph, Michigan
Rural June 15, 1937

Morrow, E. L.—Hall and Fair, Benton Hbr., Michigan
Lineman May 20, 1937

Morse, Bettie—118 S. Williams St., South Bend, Indiana
Record Clerk May 18, 1937

Mortimore, J. H.—995 McAllister, Benton Hbr., Mich.
Supervisor May 20, 1937

Mosier, Margaret—320 Arctic St., Buchanan, Michigan
Telephone Operator June 18, 1937

Mosiman, Surelda—1035 N. Allen St., South Bend, Ind.
Clerk May 20, 1937

Mow, Robert—305 E. Bowman St., South Bend, Indiana
Clerk, Storeroom May 17, 1937

Mowery, M. E.—123 Murray St., South Bend, Indiana
Line Foreman May 17, 1937

Mueller, Dan E.—3023½ Mishawaka Ave., S. Bend, Ind.
Collector May 20, 1937

Mueller, Helen K.—139 E. Broadway, South Bend, Ind.
Addressograph Operator May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Mull, Margaret—1312 S. Fellows, South Bend, Indiana
Bookkeeper June 15, 1937

Myers, Charles—1341 Colfax Ave., Benton Harbor, Mich.
Line Foreman May 20, 1937

Naragon, John—132 W. Lawrence St., Mishawaka, Ind.
Production Section July 16, 1937

Nesbet, Leonard—237 E. Fox St., South Bend, Indiana
Utility Man July 13, 1937

Neidlinger, M. E.—627 N. Main St., Berrien Spgs., Mich.
Substation Operator May 20, 1937

Nielson, Jane—2617 Bonds Ave., South Bend, Indiana
Stenographer May 17, 1937

Nieter, C. F.—401 Altgeld St., South Bend, Indiana
Engineer May 28, 1937

Nelches, John—515 E. Howard St., South Bend, Indiana
Janitor May 18, 1937

Nelson, Harry—530—33rd St., South Bend, Indiana
Mason June 1, 1937

Nelund, Carl—1014 S. 36th St., South Bend, Indiana
Truck Driver May 18, 1937

Nemeth, Agnes—519 W. Calvert St., South Bend, Indiana
Power Billing Stenographer May 20, 1937

Neterer, Jerry S.—230 Dewy Ave., Goshen, Indiana
Meterman May 20, 1937

Neusbaum, William—513½ E. South St., South Bend, Ind.
Laborer May 18, 1937

Newman, W. R.—R. No. 5, South Bend, Indiana
Watchman May 18, 1937

Newport, O. G.—902 E. Ewing Ave., South Bend, Ind.
Electrician May 17, 1937

Nichols, Lavone L.—119 Bosse Ave., Mishawaka, Indiana
Condenser Operator May 19, 1937

Nicholson, Vera—147 Park Ave., Elkhart, Indiana
Clerk May 21, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Noland, F. A.—425 Blaine Ave., South Bend, Indiana
Clerk May 18, 1937

Noren, Carl E.—542 N. Allen Ave., St. Joe, Michigan
Inspector May 20, 1937

Oakes, Mildred H.—1400 W. Franklin St., Elkhart, Ind.
Stenographer and Clerk May 21, 1937

O'Donnell, James O.—1101—25th St., South Bend, Ind.
Clerk May 20, 1937

Olson, C. A.—2215 L. W. East, Mishawaka, Indiana
Machinist May 20, 1937

Olson, Jane—529 E. Indiana Ave., South Bend, Indiana
Stenographer May 18, 1937

Olson, Juliet—1433 W. Frankling St., Elkhart, Indiana
Utility Clerk May 21, 1937

O. Olson—671 Lexington, Elkhart, Indiana
Painter May 19, 1937

Otis, Albert S.—Granger, R. R. No. 1, Indiana
Lineman June 21, 1937

Pace, Noel—1429 E. Third St., Mishawaka, Indiana
Painter May 25, 1937

Pahucki, Frank—115 W. 11th St., Mishawaka, Indiana
Operator May 18, 1937

Palmer, Russel—1825 S. Ironwood Dr., South Bend, Ind.
Groundman May 17, 1937

Parsons, Henry—705 Marietta St., South Bend, Indiana
Service Man, New Business May 21, 1937

Paul, Bret—1151 E. Bowman, South Bend, Indiana
Groundman May 17, 1937

Paul, C. A.—1151 E. Bowman, South Bend, Indiana
Truck Driver May 17, 1937

Peach, Kenneth A.—Benton Harbor, Michigan
Tree Trimmer May 19, 1937

Pearson, M. G.—98 W. Empire, Benton Harbor, Michigan
Collector May 24, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Peek, Chester—177 Riverview, Elkhart, Indiana
Groundman May 20, 1937

Perkins, Don—27 N. Bett St., Niles, Michigan
Hydro Operator May 20, 1937

Perkins, Paul—132 E. Sixth St., Mishawaka, Indiana
Lineman May 17, 1937

Peters, C. D.—122 Roe St., Buchanan, Michigan
Distribution Clerk June 11, 1937

Petersdorf, Wm.—Niles, Michigan, R. R. No. 2
Boiler Maintenance Man May 21, 1937

Pettyjohn, Olney—129 W. Marion St., Mishawaka, Indiana
Turbine Operator May 18, 1937

Pfingst, Berdella—504 N. Portage, Buchanan, Michigan
Stenographer May 20, 1937

Phelan, John—803 W. Colfax Ave., South Bend, Ind.
Load Dispatcher May 22, 1937

Phillips, Cecil B.—2017 E. Fourth St., Mishawaka, Ind.
Pipe-fitter May 18, 1937

Phillips, Frank—1801 E. 4th St., Mishawaka, Indiana
Laborer May 18, 1937

Phillips, L. C.—516 Kingsley Ave., St. Joseph, Michigan
Power Engineer May 20, 1937

Phillips, Thomas—225 E. Stanley, Mishawaka, Indiana
Construction Laborer May 18, 1937

Piehl, Hilma—821 Harrison Ave., St. Joseph, Michigan
Mdse. Bill Clerk May 20, 1937

Pierce, R. Payne—121½ Alfred St., Elkhart, Indiana
Rural Representative May 20, 1937

Pilkvist, Carl E.—R. No. 2, Mishawaka, Indiana
Electrician May 21, 1937

Pitcher, Donna Louise—711 Jones St., St. Joseph, Mich.
Cashier May 24, 1937

Power, Fred J.—412 W. Marion, Mishawaka, Indiana
Mechanics Helper May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Pozwulko, James—Territorial Rd., Benton Hbr., Michigan
Truck Driver May 20, 1937

Price, Ruth—129 Britain Ave., Benton Harbor, Michigan
Cashier May 24, 1937

Proud, Blanche—214 E. Third St., Buchanan, Michigan
Cashier May 20, 1937

Quaintance, Richard—112 Niles Ave., Mishawaka, Ind.
Repairman June 1, 1937

Querry, Floyd—1123—30th St., South Bend, Indiana
Messenger Service May 17, 1937

Quick, Ivan—1207 N. Olive St., South Bend, Indiana
Electrician May 16, 1937

Quick, Lawrence—906 E. Mishawaka Ave., Mishawaka, Ind.
Turbine Operator May 19, 1937

Quinn, Willard C.—404 W. Navarre St., South Bend, Ind.
Drafting June 10, 1937

Racz, George—1708 S. Kendall, South Bend, Indiana
Oiler May 19, 1937

Raney, Martin, Jr.—243 Walnut St., Butler, Indiana
Mdse. Service Helper May 25, 1937

Rankin, Jack—703 W. Colfax, South Bend, Indiana
Custodian June 18, 1937

Rankin, Rachel—109 W. Lawrence, Mishawaka, Indiana
Biller May 20, 1937

Rayhorn, C. F.—1323 E. Howard St., South Bend, Ind.
Underground Foreman May 17, 1937

Rayhorn, Clark—226 Church Place, South Bend, Indiana
Cable Splicer Helper May 17, 1937

Rea, John—525 W. St. Louis Blvd., South Bend, Indiana
Boiler Room Maintenance May 19, 1937

Rea, Willis—509 E. Haney, South Bend, Indiana
Meterman May 18, 1937

Rebb, Frank—Benton Harbor, Michigan
Tree Trimmer May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Ream, Edward—R. R. No. 2, Bremen, Indiana
Substa. Electrician May 19, 1937

Reinking, Martha—529 E. Milton St., South Bend, Ind.
Stenographer May 20, 1937

Reister, Stephen—717 Sherman Ave., South Bend, Ind.
Painter May 18, 1937

Replogle, Herbert—226 N. Taylor St., South Bend, Ind.
Troubleman May 21, 1937

Resler, R. I.—432 S. Mechanic St., Ber. Springs, Mich.
Supervising Operator May 20, 1937

Reynolds, Edwin—R. No. 1, Napier Ave., Bent. Hbr., Mich.
Power and Ltg. Sales May 20, 1937

Rhodes, Ernest—R. No. 2, Mishawaka, Indiana
Chemist May 18, 1937

Rhoads, B. L.—318 E. Edgar Ave., Mishawaka, Indiana
Carpenter May 18, 1937

Richter, Eliza—R. No. 2, Mishawaka, Indiana
Truck Driver May 18, 1937

Rider, Dean—116 Laing St., Mishawaka, Indiana
T. B. R. R. Track Worker May 18, 1937

Rikert, Fred—626—32nd St., South Bend, Indiana
Line Foreman May 17, 1937

Riley, Alene—403 W. Front St., Buchanan, Michigan
Home Economist June 11, 1937

Riley, Harleigh—686 E. Main St., Benton Harbor, Mich.
Rural Representative May 29, 1937

Rinehart, B. L.—719 Aspenwald St., Elkhart, Indiana
Service Man May 18, 1937

Ringen, Leo—133 E. Pendell St., South Bend, Indiana
Lineman May 16, 1937

Rinker, Traverse—506 W. High St., Elkhart, Indiana
Bldg. Maintenance May 18, 1937

Roberts, Charles—R. No. 2, McKinley Hwy., Mishawaka
Switchboard Operator May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Roberts, R. H.—1129 Belmont Ave., South Bend, Indiana
Production Clerk May 18, 1937

Robbins, Basil—24 East St., Hartford, Michigan
Troubleman May 20, 1937

Robbins, Earl—2721 Roosevelt Ave., Elkhart, Indiana
Stores Clerk May 18, 1937

Robinson, Ellis—132 Catalpa Ave., Benton Harbor, Mich.
Collecting and Meter Reading May 24, 1937

Robinson, Faye—R. No. 2, Mishawaka, Indiana
Underground May 20, 1937

Robinson, Paul—846 McGuigan St., Benton Hbr., Mich.
Lineman May 20, 1937

Robinson, T. A.—R. R. No. 2, Mishawaka, Indiana
Watchman May 18, 1937

Romberger, W. L.—1827 Roys Ave., Elkhart, Indiana
Inspector May 18, 1937

Roof, Vina—408 E. Fourth St., Mishawaka, Indiana
Switchboard Operator May 20, 1937

Rosenberger, Howard—619 Bower St., Elkhart, Indiana
Lighting Specialist May 27, 1937

Roy, Merton—R. No. 5, South Bend, Indiana
Meter Reader May 20, 1937

Rostiser, Walter—814 N. Allen St., South Bend, Indiana
Groundman May 17, 1937

Roti, Jean—409 Moccasin Ave., Buchanan, Michigan
Clerk June 18, 1937

Rowe, Robert F.—616 E. Lawrence St., Mishawaka, Ind.
Hydro Operator May 20, 1937

Rowley, James—So. Michigan Rd., South Bend, Indiana
Surveyor May 19, 1937

Ruppel, Elizabeth—835 Wolcott Ave., St. Joseph, Mich.
Stenographer May 20, 1937

Russell, George—Buchanan, Michigan
Meter Reader May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Ruth, Paul W.—1123 Queen St., South Bend, Indiana
Collector May 21, 1937

Rutsch, Paul H.—409 N. Burkett St., Mishawaka, Indiana
Switchboard Operator May 18, 1937

Ryan, Roy—301 Parkovash, South Bend, Indiana
Substation Operator June 10, 1937

Sager, Homer A.—211 Myrtle St., Elkhart, Indiana
Operator May 19, 1937

Sample, J.—Osceola, Indiana
Meter Repairman May 20, 1937

Sampson, Henrietta—1118 E. Wayne St., South Bend, Ind.
Stenographer May 19, 1937

Sanders, Violet—R. No. 3, South Bend, Indiana
Billing May 20, 1937

Sanford, Glen D.—417 W. Front St., Buchanan, Michigan
Operator May 25, 1937

Sanford, Myron—Ellen Ave., R. No. 2, Mishawaka, Ind.
Machinist May 18, 1937

Sapp, Wayne—R. No. 1, Watervliet, Michigan
Lineman June 11, 1937

Sater, Ralph—R. No. 4, South Bend, Indiana
Electrician's Helper May 17, 1937

Saunders, H.—904½ W. Indiana Ave., South Bend, Ind.
Collector May 21, 1937

Saurbier, Charles—Pine St., St. Joseph, Michigan
Lineman June 24, 1937

Schang, George—729 Pennsylvania Ave., South Bend, Ind.
Meterman May 19, 1937

Schermier, Chas.—1314 Longfellow, South Bend, Indiana
Construction Laborer May 18, 1937

Schlarb, Delbert—R. No. 1, Mishawaka, Indiana
Laborer May 18, 1937

Schmitt, Edward—628 36th St., South Bend, Indiana
Stoker Operator May 26, 1937

Schuell, Franklin—835 W. Colfax Ave., South Bend, Ind.
Meter Tester May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Schultz, Marguerite 823 Price St., St. Joseph, Michigan
Telephone Operator May 21, 1937

Schuster, Louis—1322 S. Main St., South Bend, Indiana
Groundman May 19, 1937

Seeley, E. P.—Benton Harbor, Michigan
Tree Trimmer May 19, 1937

Selter, Nina E.—357 Summitt, Benton Harbor, Michigan
Bookkeeper May 21, 1937

Shanafelt, George—1110 E. Milton St., South Bend, Ind.
Electrician May 20, 1937

Shaw, D.—208 N. Maple St., Hartford, Michigan
Operator May 20, 1937

Shaw, W.—615 E. Pennsylvania Ave., South Bend, Ind.
Clerk May 20, 1937

Shawgo, Thelma—919 E. Dayton St., South Bend, Ind.
Clerk May 20, 1937

Shields, Lester H.—1225 E. Corby St., South Bend, Ind.
Lineman May 20, 1937

Shingledecker, Owen—204 Donald St., Mishawaka, Ind.
Janitor May 18, 1937

Shriner, Albert—2830 S. Main St., Elkhart, Indiana
Street Light Maintenance May 25, 1937

Shrope, Herbert—330 W. Grove St., Mishawaka, Indiana
Watchman May 19, 1937

Sigerfoos, Eileen—1013 Greenlawn Ave., South Bend, Ind.
Telephone Operator May 19, 1937

Simonton, H. G.—1009 DeMaude St., South Bend, Indiana
Machinist May 18, 1937

Simpson, N.—1232 N. Olive St., South Bend, Indiana
Electrical May 21, 1937

Six, Joseph—1707 Milburn Blvd., Mishawaka, Indiana
Brick Mason May 19, 1937

Slabaugh, Echo C.—516 E. Third St., Mishawaka, Indiana
Boiler Room Utility Man May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Slott, C. B.—203 S. Chestnut St., South Bend, Indiana
Street Light Operator May 17, 1937

Slott, Lucien—227 S. Chestnut St., South Bend, Indiana
Cable Splicer May 16, 1937

Slattery, Clifford—913 Main St., St. Joseph, Michigan
Truck Driver May 20, 1937

Slattery, Katherine—117 Main St., St. Joseph, Michigan
Clerk May 21, 1937

Smelser, John A.—609 E. Victoria St., South Bend, Ind.
Stores Utility Man May 19, 1937

Smith, B.—123 Oakley St., Mishawaka, Indiana
Electrician May 21, 1937

Smith, C.—R. No. 1, South Bend, Indiana
Lineman May 19, 1937

Smith, Harry—R. No. 3, Benton Harbor, Michigan
Mechanic May 20, 1937

Smith, Myles—809 W. Mishawaka Ave., Mishawaka, Ind.
Watchman May 18, 1937

Smith, O. C.—427 West LaSalle, South Bend, Indiana
Patrolling Street Lights May 17, 1937

Snyder, Albert—R. No. 3, Benton Harbor, Michigan
Line Foreman May 20, 1937

Snyder, Carl—730 N. St. Louis Blvd., South Bend, Ind.
Meterman May 18, 1937

Snyder, Forest—Osceola, Indiana
Electrician May 20, 1937

Snyder, W. W.—2018 Lincoln Way East, Mishawaka, Ind.
Electrician May 21, 1937

Sones, Chas.—R. R. No. 2, Mishawaka, Indiana
Electrician June 10, 1937

Souder, Don—901 E. Victoria, South Bend, Indiana
Engineer May 20, 1937

Sousley, Clarence—R. No. 2, Mishawaka, Indiana
Engineer May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Sowell, V. L.—766 Lincoln Way East, South Bend, Ind.
Lineman May 17, 1937

Spahr, E. N.—1128 Woodward Ave., South Bend, Indiana
Clerk May 20, 1937

Spake, E. E.—R. No. 4, Elkhart, Indiana
Hoisting Engineer May 18, 1937

Spain, George—R. No. 1, Osceola, Indiana
Operator May 19, 1937

Spear, Ralph—2827 Lincoln Way East, Mishawaka, Ind.
Operator May 18, 1937

Spencer, J.—204 N. Niles St., South Bend, Indiana
Hoisting Engineer May 18, 1937

Spink, Robert—510 LaSalle Ave., St. Joseph, Michigan
Power and Ltg. Sales May 20, 1937

Spitler, Ralph—1801 Tecumseh, Fort Wayne, Indiana
Electrician July 28, 1937

Squint, Wm.—218 N. St. Peter St., South Bend, Indiana
Electrician June 10, 1937

Stamm, Wilbur—438 N. Mason St., Mishawaka, Indiana
Test Engineer May 18, 1937

Steinfeld, Irma—331 Cushing St., South Bend, Indiana
Clerk May 20, 1937

Stenart, W. H.—3303 Lincoln Way East, Mishawaka, Ind.
Water Tender May 18, 1937

Stephens, E. M.—Three Oaks, Michigan
Troubleman May 19, 1937

Stephens, Ulmont—Three Oaks, Michigan
Tree Trimmer May 19, 1937

Stephens, Omer—705 Kamm Court, Mishawaka, Indiana
Clerk, Storeroom May 18, 1937

Stewart, Mabel—802 N. Lafayette, South Bend, Indiana
Stenographer May 18, 1937

Stewart, Morris—Napier Ave., Benton Harbor, Michigan
Meter Clerk May 20, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Stokes, C. P.—1414 E. Bowman St., South Bend, Indiana
Electrician May 20, 1937

Stoneburner, Henry—1314 32nd St., South Bend, Indiana
Meter Installer May 17, 1937

Stoner, Ernest—2230 S. Main St., Elkhart, Indiana
Operator May 19, 1937

Streight, Kaarl J.—Hartford, Michigan
Garage Helper May 20, 1937

Strope, Walter—1504 Lincoln Way East, South Bend, Ind.
Clerk May 20, 1937

Stoudt, John—1041 Hudson Ave., South Bend, Indiana
Engineer May 20, 1937

Stout, Marguerite—112 N. Vine St., Elkhart, Indiana
Authorization Clerk May 21, 1937

Strock, D. D.—R. No. 1, Butler, Indiana
Line Foreman May 17, 1937

Stuso, R. L.—154 Middlesbury St., Elkhart, Indiana
Lineman May 26, 1937

Swartz, Enoch—R. No. 1, Buchanan, Michigan
Stores Clerk May 17, 1937

Swartz, Paul—414 Parkovash, South Bend, Indiana
Trouble Dispatcher May 20, 1937

Swartzbaugh, Carl—616 Anderson St., South Bend, Ind.
Electrician May 18, 1937

Swartzell, K.—126 Bank St., Elkhart, Indiana
Distribution Clerk May 21, 1937

Sweeney, Edward—728 Berlin St., Mishawaka, Indiana
Electrician May 18, 1937

Taft, Aurie S.—714 Hoyt St., St. Joseph, Michigan
Cashier May 22, 1937

Taghow, Benjamin—1018 E. Broadway, Mishawaka, Ind.
Laborer May 18, 1937

Taylor, Newton—R. No. 2, New Carlisle, Indiana
Draftsman May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Thibideau, George—122 Ballard Ave., Mishawaka, Indiana
Boiler Room Foreman May 19, 1937

Thomas, Emmett—1142 Woodward Ave., Elkhart, Indiana
Engineer May 22nd, 1937

Thompson, Lewis—610 McDonald St., Elkhart, Indiana
Street Lights May 20, 1937

Thompson, Mary—110 E. Green St., Butler, Indiana
Home Economist June 15, 1937

Thompson, Milo—1226 E. Madison St., South Bend, Ind.
Engineer May 17, 1937

Thornburg, Clyde—602 Carlton St., Mishawaka, Indiana
Carpenter May 18, 1937

Thornton, Esther—2304 Lincoln Way E., Mishawaka, Ind.
Clerk June 15, 1937

Thornton, Henry—633 N. St. Louis Blvd., So. Bend, Ind.
Underground Foreman May 17, 1937

Thorpe, Grant—321 N. Taylor St., South Bend, Indiana
Mdse. Inspector May 20, 1937

Thureson, C. Henry—1201 E. Bronson, South Bend, Ind.
Draftsman May 18, 1937

Thurn, George Jr.—737 N. Scott St., South Bend, Indiana
Draftsman May 26, 1937

Toles, Dodd—318 N. Williams St., South Bend, Indiana
Meter Reader May 20, 1937

Toll, Oscar—Buchanan, Michigan
Truck Driver May 18, 1937

Troeger, Christ—606 23rd St., South Bend, Indiana
Crane Operator May 18, 1937

Troeger, John—R. No. 5, South Bend, Indiana
Water Tender May 20, 1937

Troxel, Mary—615 Bower St., Elkhart, Indiana
Telephone Operator May 20, 1937

Tucker, C. L.—330 N. St. Louis, South Bend, Indiana
Underground Laborer May 17, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Tucker, Franklin—212 Wayne St., St. Joseph, Michigan
Service Man May 20, 1937

Tuttle, Ed.—1283 Monroe St., Benton Harbor, Michigan
Janitor June 24, 1937

Tuttle, Ralph—205 E. Fourth St., Mishawaka, Indiana
Tree Trimmer May 19, 1937

Umbaugh, Ed. Jr.—441 N. Cottage Grove, So. Bend, Ind.
Store Dept. Clerk May 18, 1937

VanArsdale, Curtis—125 W. LaSalle Ave., Mishawaka, Ind.
Substation Construction May 20, 1937

Vandenburg, Seth—3625 S. Main St., South Bend, Indiana
Lineman May 17, 1937

VanLue, Carl—R. No. 1, Osceola, Indiana
Carpenter May 18, 1937

Van Riper, Ernest—726 California Ave., South Bend, Ind.
Groundman May 17, 1937

VanSkyhawk, C. F.—R. No. 1, South Bend, Indiana
Clerk May 19, 1937

Van Sleet, Reginald—122 S. Chapin St., South Bend, Ind.
Underground June 10, 1937

Vantaw, Jacob—408 Mocassin Ave., Buchanan, Michigan
Lineman May 18, 1937

Virgil, George—207 S. Oak St., Buchanan, Michigan
Laborer June 10, 1937

Wachs, Harold—314 W. Battell, Mishawaka, Indiana
R. R. Section Hand June 16, 1937

Wade, Earl—R. No. 2, Mishawaka, Indiana
Mason May 18, 1937

Wagner, J. N.—R. No. 1, Osceola, Indiana
Mechanic May 18, 1937

Wahl, Kenneth—Sunnybank Rd., St. Joseph, Michigan
Clerk May 20, 1937

Waite, William—R. No. 2, Mishawaka, Indiana
Operator May 19, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Walker, John—R. No. 4, South Bend, Indiana
Material Clerk May 17, 1937

Walters, DeVaughn—1302 30th St., South Bend, Indiana
Steam Fitter May 18, 1937

Walters, V. R.—R. No. 5, South Bend, Indiana
Meterman May 18, 1937

Walters, Harold—938 Jennings Ct., Benton Harbor, Mich.
Meter Department May 20, 1937

Walters, Harvey—221 Milton St., South Bend, Indiana
Delivery Man May 21, 1937

Ward, Mary—914 California Ave., South Bend, Indiana
Industrial Nurse May 18, 1937

Weadoch, R. E.—507 N. Main St., South Bend, Indiana
Engineer, Transmission May 18, 1937

Weaver, Donald—R. No. 2, Buchanan, Michigan
Operator May 28, 1937

Weaver, Ervin—924 E. Jefferson, Mishawaka, Indiana
Boiler Repair Man June 1, 1937

Webb, John—530 Altgeld St., South Bend, Indiana
Inspector May 19, 1937

Weber, Wm.—825 Irvington Ave., South Bend, Indiana
Laborer May 18, 1937

Weiss, Burt—301 W. Battell St., Mishawaka, Indiana
Crane and Loco. Operator May 18, 1937

Weiss, Wm.—301 W. Battell St., Mishawaka, Indiana
Groundman May 20, 1937

Welbaun, Paul—1318 E. Victoria St., South Bend, Indiana
Clerk May 20, 1937

Welsh, Pat—205 Bosse Avenue, Mishawaka, Indiana
Machinist May 18, 1937

Wenino, Velma—Michiana Hotel, South Bend, Indiana
Telephone Operator May 18, 1937

Weston, Kenneth—Kline St., Mishawaka, Indiana
Operator Coal Conveyor May 18, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Weston, Louise—Kline St., Mishawaka, Indiana
Biller May 20, 1937

Wheatley, Walter—1545 Lincoln Way E., Mishawaka, Ind.
Janitor July 13, 1937

White, Harry—R. No. 1, Butler, Indiana
Range Service Man May 17, 1937

Whitmer, E. J.—310 N. Third St., Elkhart, Indiana
Janitor June 25, 1937

Whitmer, John—1739 Moyer Ave., Elkhart, Indiana
Lineman May 19, 1937

Whitmer, John—2512 Eddy St., Elkhart, Indiana
Janitor June 22, 1937

Whitmer, William—911 Taylor St., Elkhart, Indiana
Truck Driver May 20, 1937

Wieschaus, John—East Jefferson, Mishawaka, Indiana
Fireman May 19, 1937

Wiest, Howard—2880 Lincoln Way E., Mishawaka, Ind.
Electrician May 21, 1937

Wilcox, Dean—103½ Lake St., Buchanan, Michigan
Meter Man June 18, 1937

Wiley, Lloyd E.—505 State Street, Mishawaka, Indiana
Fireman May 19, 1937

Willett, Fred Jr.—309 N. Merrifield, Mishawaka
Operator May 28, 1937

Wills, Helen—806 E. Minor St., South Bend, Indiana
Clerk May 26, 1937

Wilson, Nellie—515 State Street, St. Joseph, Michigan
Home Economist May 20, 1937

Wimberly, James—230 Wilbur St., South Bend, Indiana
Greaser May 18, 1937

Wincek, Joseph—R. No., Box 114, South Bend, Indiana
Mechanic July 1, 1937

Witham, Merle—229 E. Woodside Ave., South Bend, Ind.
Stenographer June 11, 1937

Board's Exhibit No. 12

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Wittmack, H.—1508 Lincoln Way East, South Bend, Ind.
Shop Foreman May 19, 1937

Wittner, Leo—1140 East Bowman St., South Bend, Ind.
Maintenance Man May 19, 1937

Wolf, William—301 N. Byrkit Ave., Mishawaka, Indiana
Lineman May 18, 1937

Wolff, Dorothy—591 Highland Ave., Benton Harbor, Mich.
Contract Clerk May 21, 1937

Wood, Lee—Osceola, Indiana
Boiler Room Mtce. May 19, 1937

Wright, Ward—201 Cayuga St., Buchanan, Michigan
Engineer May 20, 1937

Wyburn, Charles—221 Sycamore St., Elkhart, Indiana
Lineman May 26, 1937

Yates, Lester—Butler, Indiana
Groundman May 17, 1937

Yenna, F.—825 Irvington, South Bend, Indiana
Truck Driver May 18, 1937

Young, Ernest—R. No. 2, Buchanan, Michigan
Operator May 20, 1937

Young, J.—509 F. Fourth St., Mishawaka, Indiana
Boiler Mtce. Worker May 18, 1937

Zentz, Perry—821 N. St. Louis, South Bend, Indiana
Meter Department May 18, 1937

Zillman, Carl—1310 Jennings Ave., Benton Harbor, Mich.
Troubleman May 20, 1937

Zilm, Harry—1209 Magnolia Ave., Elkhart, Indiana
Mechanic May 18, 1937

Zumpe, Milton—702 E. Ewing St., South Bend, Indiana
Valuation Engineer June 11, 1937

Holmes, George S.—308 Parkovash Ave., South Bend, Ind.
Safety Engineer May 24, 1937

Board's Exhibit No. 13

NAME—OCCUPATION ADDRESS—DATE MEMBERSHIP CARD SIGNED

Starr, Elmon—131 S. Oak St., Buchanan, Michigan
Janitor June 18, 1937

Stutzman, Robert—930 W. Third St., Fort Wayne, Ind.
Substation Operator May 26, 1937

BOARD'S EXHIBIT No. 13

COPY

INDIANA & MICHIGAN ELECTRIC COMPANY
220-222 West Colfax Avenue
South Bend, Ind.

Subject to revision, Indiana & Michigan Electric Company establishes the following classification of employees exclusive of employees in commercial dept., those doing clerical work and those having general supervision:

STEAM PRODUCTION DEPARTMENT

Instrument Man
Chemist
Watch Engineer A
Watch Engineer B
Boiler Room Engineer A
Shift Electrician A
Shift Operator A
Fireman
Coal Handling Operator A
Coal Handling Operator B
Coal Handling Operator C
Electrical Maintenance Man A
Electrical Maintenance Man B
Electrical Maintenance Man C
Boiler Maintenance Man A
Boiler Maintenance Man B
Boiler Maintenance Man C

Board's Exhibit No. 13

STEAM PRODUCTION DEPARTMENT (Continued)

Boiler Maintenance Man D
Mechanical Utility Foreman
Mechanical Utility Man A
Mechanical Utility Man B
Mechanical Utility Man C
Mechanical Utility Man D
Shift Utility Man
General Utility Man
Heating Utility Man
Custodian
Janitor
Watchman A
Watchman B
Storekeeper
Stockman
Messenger
Teamster

HYDRO PRODUCTION-MAINTENANCE

Hydro Mechanical Foreman
Hydro Maintenance Man A
Hydro Maintenance Man C

GENERAL MAINTENANCE AND CONSTRUCTION.

Engineer
Building Inspector
Mechanical Utility Man A
Mechanical Utility Man B
Mechanical Utility Man C
General Utility Man A
General Utility Man B
General Utility Man C
General Utility Man D
Truck Driver

SYSTEM OPERATING DEPARTMENT

Asst. System Relay Engineer
District Relay Engineer
Relay Test Engineer

Board's Exhibit No. 13

SYSTEM OPERATING DEPARTMENT (Continued)

Carrier Current Engineer
Incremental Engineer
System Dispatcher
Chief Plant Load Supervisor
Shift Plant Load Supervisor A
Plant Load Supervisor B
Hydro Supervisor
Hydro Attendant A
Hydro Attendant B
Hydro Attendant C
Student Hydro Attendant
Shift Supervisor A
Shift Supervisor B
Substation Supervisor
Asst. Substation Supervisor
Substation Attendant A
Substation Attendant B

SUBSTATION MAINTENANCE DEPARTMENT

Electrical Engineer
Draftsman
Substation Maintenance Foreman
Substation Maintenance Man A
Substation Maintenance Man B
Substation Maintenance Man C
Substation Maintenance Man D
Substation Maintenance Man E
Substation Maintenance Helper A
Substation Maintenance Helper B
Substation Construction Foreman
Substation Construction Man A
Substation Construction Man B
Substation Construction Man C
Substation Construction Man D
Substation Construction Man E
Substation Construction Helper A
Substation Construction Helper B

Board's Exhibit No. 13

TRANSMISSION AND DISTRIBUTION DEPARTMENT

District Distribution Engineer
Distribution Engineer A
Distribution Engineer B
Distribution Engineer C
Surveyor
Right of Way Agent A
Right of Way Agent B
Right of Way Agent C
Chief Trouble Dispatcher
Trouble Dispatcher A
Trouble Dispatcher B
Trouble Dispatcher C
Draftsman A
Draftsman B
Draftsman C
Chief Inspector
Inspector A
Inspector B
Inspector C
Line Foreman
Lineman A
Lineman B
Lineman C
Lineman D
Lineman Helper A
Lineman Helper B
Lineman Helper C
Underground Foreman
Cable Splicer A
Cable Splicer B
Cable Splicer C
Cable Splicer D
Laborer A
Laborer B
Street Light Patrolman A
Street Light Patrolman B
Street Light Patrolman Helper
Troubleman A
Troubleman B

Board's Exhibit No. 13

TRANSMISSION AND DISTRIBUTION DEPARTMENT (Cont'd)

Tree Trimmer Foreman
Tree Trimmer A
Tree Trimmer B
Tree Trimmer C
Truck Driver A
Truck Driver B
Truck Driver C
Truck Driver D
Utility Man A
Utility Man B
Utility Man C
Utility Man D
Watchman
Messenger
Janitor

METER DEPARTMENT

District Meter Superintendent
Meterman A
Meterman B
Meterman C
Meterman D
Apprentice Meterman A
Apprentice Meterman B
Apprentice Meterman C
Apprentice Meterman D

TRANSPORTATION DEPARTMENT

Transportation Foreman (Day)
Transportation Foreman (Night)
Transportation Maintenance Man A
Transportation Maintenance Man B
Transportation Maintenance Man C
Transportation Maintenance Man D
Transportation Service Man A
Transportation Service Man B
Car Washer
Truck Driver
Janitor

Board's Exhibit No. 13

Upon application to the Company employees will be furnished with their individual classification as the same appears on the records of the Company.

INDIANA & MICHIGAN ELECTRIC COMPANY,
By THOS. F. ENGLISH (Signed)
Vice President and General Manager.

Dated: March 1st, 1938

AGREEMENT

BETWEEN

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

and

INDIANA & MICHIGAN ELECTRIC COMPANY

This agreement made and entered into this 5th day of February, 1938, between the Michiana Electrical Utility Workers Association, hereinafter called the "Association" and the Indiana & Michigan Electric Company, hereinafter called the "Company", WITNESSETH THAT:

In consideration of the sum of One ($1.00) Dollar each to the other paid and in further consideration of the mutual promises each to the other made, the parties hereto agree as follows:

ARTICLE I. *Recognition.* The Company having heretofore on September 28, 1937, recognized the Association as the sole bargaining agent for all Company employees, as contemplated in the National Labor Relations Act, does hereby ratify and confirm such recognition.

ARTICLE II. *Hours of Employment*

(1) As to all employees except those receiving a monthly salary, those known as shift and round-the-clock employees, and those who are designated as "exempt employees" (employees who act in an executive, managerial or supervisory capacity and their immediate staffs, outside salesmen in the Sales Promotion Department, demon-

strators, right-of-way agents, collectors and investigators, whether on monthly or hourly rate) hours of employment shall be as follows:

(a) Eight hours between the hours of 7:00 A. M. and 6:00 P. M. during any day except Sundays, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas, shall constitute a normal working day. Forty hours work during any calendar week, except on Sunday, shall constitute a normal working week.

(b) Employees on an hourly rate who are required to work in excess of eight hours between the hours of 7:00 A. M. and 6:00 P. M. on any normal working day shall receive their regular hourly rate of pay for each hour worked. Such employees who are required to work any other hours of any day, except the holidays mentioned, shall receive one and one-half times regular rate of pay for each hour worked. On said holidays such employees shall receive double rate of pay for each hour worked.

(2) For shift and round-the-clock employees, on an hourly rate, the hours of employment shall be as follows:

Eight hours during such hours of the day as their rotating schedules of hours to be worked may provide and require, shall constitute a normal working day. Forty hours work during any calendar week shall constitute a normal working week. Such employees on an hourly rate who are required to work in excess of eight hours within a continuous eleven hour period beginning with the hour they begin their regular normal working day, shall receive their regular hourly rate of pay. Such employees required to work any other hours of any day shall receive one and one-half times their regular rate of pay for each such additional hour worked.

(3) It is and shall continue to be the policy of the Company that employees on a monthly basis of compen-

sation shall not normally work in excess of an average of forty hours per week.

(4) "Exempt employees" are expected to work such hours as their respective positions may require.

ARTICLE III. *Working Principles*

(1) Board and lodging of an employee necessarily incurred, when doing Company work at a place other than his usual place of employment, shall be provided by the Company, or the Company may, at its option, return the employee to his usual place of employment.

(2) When an employee is permanently transferred from one Company district to another, and as a consequence the employee desires to change his residence, the Company, at its own expense, will cause the household goods and personal effects of such employee to be transferred to his new residence by an agency regularly engaged in such business.

(3) An employee required to do Company work outside of the corporate limits of his respective Company headquarters shall, at meal times, be either returned to such headquarters by the Company or have his meals provided by the Company.

(4) An employee doing emergency Company work for more than six consecutive hours shall have the privilege of eating a meal, and for such purpose the Company may, at its option, allow such employee to return to his home or provide such employee with a meal.

(5) In case of illness or during vacation periods, the Company shall have the right and privilege to transfer employees from one position to another. Should the Company in such cases temporarily transfer an employee to a position of different classification, such transferred employee shall continue to receive pay on the basis of his regular classification.

(6) Employees shall be entitled to receive vacations on the following basis:

Board's Exhibit No. 13

(a) An employee in the service of the Company for more than one year and less than three years consecutively, shall receive a vacation of one week and for such time be paid an amount equal to forty hours of his regular time.

(b) An employee in the service of the Company for three or more years consecutively, shall receive a vacation of two weeks and for such time be paid an amount equal to eighty hours of his regular time.

Vacation schedules will be prepared by department heads for their respective employees which shall become effective upon written approval by the Management of the Company.

(7) From time to time the Company shall have the right to make and promulgate general rules and regulations for observance by employees, not inconsistent herewith or inconsistent with the National Labor Relations Act. A disregard or violation by an employee of such rules and regulations or of any safety rule heretofore or hereafter adopted and promulgated by the Company, shall constitute cause for his or her immediate dismissal.

(8) All lay-offs shall be based on seniority, physical ability and competency. Physical ability and competency being sufficient, seniority in that classification and in the location in which the curtailment is affected, shall prevail.

(9) All rehirings shall be based on seniority, physical ability and competency. Physical ability and competency being sufficient, seniority in that classification and in the location where the curtailment was affected, shall prevail.

(10) Company employees' seniority shall be determined by the length of service from the beginning of last continuous employment.

(11) The Company shall have the right to lay off or discharge any employee for reasonable cause. The reason or reasons for any such lay-off or discharge shall be furnished the employee or Association upon request.

Board's Exhibit No. 13

ARTICLE IV. *Management.* The management of the properties, the right to hire and the right to discharge employees shall be vested in the Company. The Company shall have the right to determine how many men it will employ or retain, together with the right to exercise full control and discipline in the interest of the proper service and conduct of its business.

ARTICLE V. *Insurance and Sick Benefits.* The Company shall endeavor to continue in force its employees' insurance and sick benefits program.

ARTICLE VI. *Classification.* It is understood that the Company has been and is now compiling data which will offer the parties a basis for classification of employees and that the Company will diligently pursue such work to completion and thereupon the parties shall enter into a supplementary agreement covering such matters.

The Company agrees to submit to the representatives of the Association its proposed plan for classification not later than February 28, 1938.

ARTICLE VII. *Grievances*

(1) The Company will meet and treat with the duly accredited officials and committees that are elected or selected by the Association upon all questions of grievances that may arise between the Company and its employees. Further, the Company will not bargain collectively with any other organization during the life of this agreement.

(2) Insofar as possible, grievances shall be settled between the Company's division manager and representatives of the Association in the particular division in which any grievance may arise.

(3) All local grievances or complaints shall be submitted in writing, by the Association to the Company's foreman who shall transmit same to his Department Head who shall make his written reply to the Association within ten (10) working days thereafter. If this does not result in an equitable settlement of the grievance,

then the Association may forward its detailed written complaint by registered mail to the Company's division manager, who shall make his reply to the Association in writing within five (5) working days thereafter. If this does not result in an equitable settlement of the grievance, then the Association may forward its detailed written complaint by registered mail to the Company's Vice President and General Manager, who shall make his reply thereto in writing within five (5) working days thereafter.

ARTICLE VIII. *Arbitration.* Any controversial point arising between the Association and the Company which cannot otherwise be settled agreeably in the manner herein provided shall be adjusted by arbitration through the medium of an Arbitration Board consisting of a representative of the Association, a representative of the Company and a third person chosen by the selected representatives of the Association and the Company. The Association shall announce the name of its representative at the time of its request for arbitration and within forty-eight (48) hours thereafter the Company shall announce to the Association the name of the Company's representative. The two representatives thus named shall promptly meet and select the third member of the Board. Thereupon the Board shall proceed with a consideration of the question or questions referred to it, and whenever practicable, render its decision in writing within one calendar week after the appointment of the third member of the Board. The decision of the majority of this Board will be final. There shall be no strikes or picketing during the time this agreement is in force.

ARTICLE IX. *Duration of Agreement*

It is mutually agreed and understood that until such time as the parties hereto shall enter into a supplemental agreement as to classification of employees as herein contemplated, this agreement shall be subject to termination by either party upon Sixty (60) days written notice.

Upon the execution of such supplemental contract with reference to classification, then this agreement shall con-

tinue in force for a period of One (1) year from the date thereof.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives and officers, the day and year first above written.

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION,
(Signed) GEORGE S. HOLMES, *President*
(Signed) T. R. EDGELL, *Vice-President*
(Signed) R. E. DENMAN, *Secretary*
(Signed) RAY M. COLLINS, *Treasurer*

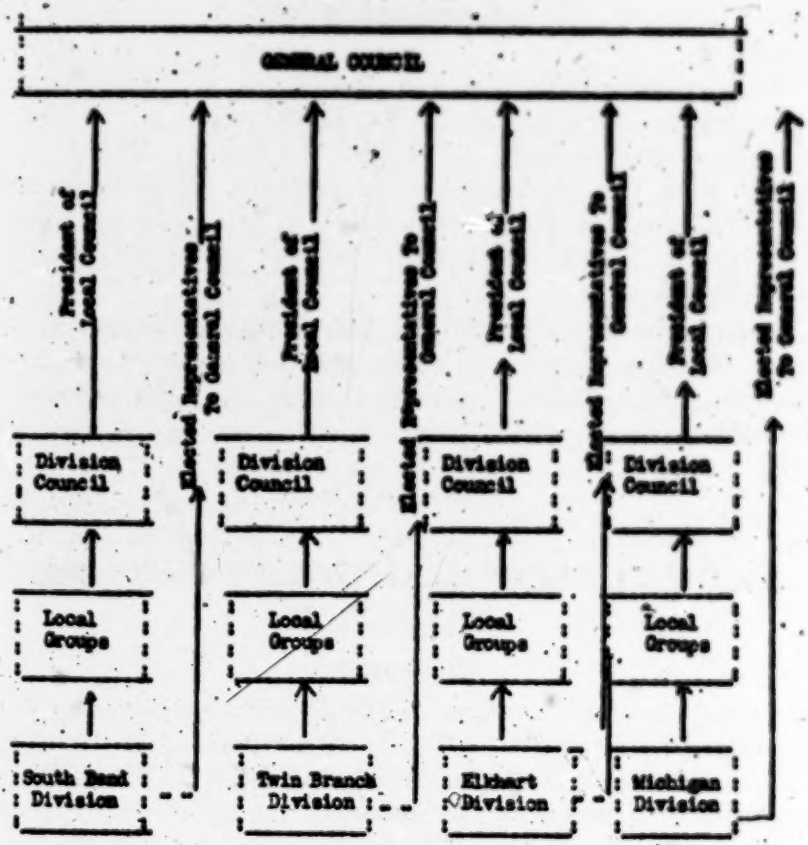
INDIANA & MICHIGAN ELECTRIC COMPANY,
By: (Signed) THOS. F. ENGLISH,
Vice-President

RESPONDENT'S EXHIBIT No. 1

BY-LAWS OF

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

November, 1937



PREAMBLE

Pursuant to our Constitutional Rights and with the firm intention of being law abiding, we, the members of the Michiana Electrical Utility Workers' Association, of our own free will and accord, without direction or suggestion of any kind or in any way, and free from man-

agerial influence or affiliation with any other union whatsoever, do hereby organize an employees' independent association. We recognize the need of joint conferences between Employees' Committees and Representatives of Management, always mindful that the Employees and Management are equally responsible for providing the public with an efficient and uninterrupted service at all times.

The purpose of this Association is to provide an organization through which the employees can, of their own free will, bargain collectively and enter into agreements with the Management on matters affecting hours of work, working conditions, rates of pay, and all other matters of mutual interest to all the members of this Association.

A fundamental aim of this Association is to accord to each Division Council a maximum self-government consistent with efficient administration by the General Council.

BY-LAWS
of
MICHIANA ELECTRICAL UTILITY WORKERS' ASSOCIATION

Article I
General Plan

Section 1—Name.

The name of this Association shall be "Michiana Electrical Utility Workers' Association".

Section 2—Organization.

The administrative machinery of this Association shall consist of three (3) branches, namely: Local Groups, Division Councils, and a General Council.

A Local Group shall consist of the membership of one or more departments in a Division so that each department shall be represented. Each Local Group shall have a Group Chairman.

Respondent's Exhibit No. 1

A Division Council shall consist of the total number of Group Chairmen in one Division. Thus, there shall be four (4) Division Councils, namely:

No. 1—South Bend
No. 2—Twin Branch
No. 3—Elkhart
No. 4—Michigan

Each Division Council shall have a Division Executive Committee to contact the Division Management.

The General Council shall consist of elected representatives from each Division. Each Division shall elect to the General Council one representative at large and one additional representative together with alternate for each hundred members and major fraction thereof. If any Division has less than one hundred (100) members but more than fifty (50), then such Division shall be entitled to one additional representative and alternate.

The General Council shall have a General Executive Committee to contact the General Management.

No By-Laws of the Division Council shall conflict with the By-Laws of the General Council.

A general Association meeting may be called by the General Council at any time it deems necessary.

Article II

Membership

Membership in this Association shall be limited to employees of the Indiana & Michigan Electric Company exclusive of Department Heads, Company Officials, or Agent of Company, provided that the applicant was born in the United States of America or has taken out his or her first citizenship papers. No discrimination shall bes made on account of race, sex, religion, or political affiliations.

It is understood that when an applicant is accepted for membership in this Association, said member accepts and acknowledges the duly elected General Council as the representative in all matters of collective bargaining.

All employees seeking membership in this Association shall sign the standard form provided for that purpose.

Respondent's Exhibit No. 1

Then the application together with the Initiation Fee of one (1) dollar shall be filed with the local Group Chairman. Upon favorable report of said Group Chairman or Committee appointed by him to investigate said applicant, the applicant may appear at the first meeting of the Local Group and shall be considered a member in good standing provided said applicant has complied with all regulations of this Association.

The regular dues shall be twenty-five (25) cents each month.

All moneys received from the membership of this Association shall be used only for expenses incurred for the benefit of this Association.

After August 1st, 1937, all new members of this Association shall have the right to vote only after having been a member for six (6) months.

Voting membership in this Association shall terminate when an employee shall leave the employ of the Company permanently.

A member may be expelled from membership only upon written request of ten (10) or more members of his or her Division, and only after said member shall have had the opportunity of a fair and impartial hearing before the Division Council, and then only by a majority secret vote of the membership of said Division Council.

A member in good standing who is transferred permanently from one Division to another, may request the Secretary of his or her Local Group for a transfer to the Local Group in the Division to which the transfer is made.

Any member who is three (3) or more months in arrears in his or her dues shall be considered not in good standing and shall forfeit his or her rights to consideration by this Association until such time as he or she shall have paid all unpaid back dues.

Any member who is absent from four (4) consecutive Local Group meetings shall be suspended from membership in this Association until he or she appears before the Membership Committee of the Local Group and makes satisfactory explanation of said absences. The secretary

of the Local Group shall inform said absentee in writing of his or her suspension.

Any member of this Association may attend any Local Group or Division Council meeting in this Association, but said member shall have no vote in said meeting except in his or her own Local Group or own Division Council.

Article III

Local Groups

Section 1—Organization.

Local Groups may be formed in all Departments in each Division if said Department has five (5) or more members.

In Departments having less than five (5) members, the members of such Department may join a Local Group formed by another Department of the same Division. Such a joint group shall be termed a Joint Local Group.

Section 2—Officers and Election of Officers.

Each Local Group shall elect from its members a Group Chairman and a Secretary.

Officers shall be elected for twelve (12) months and shall serve until the next regularly scheduled meeting following their successors' election and qualification.

Election of officers shall be held at the last regular meeting in December of each year and shall be by secret ballot if more than one nominee is being voted on.

Section 3—Duties of Officers of Local Group.

The Group Chairman shall preside over all Local Group meetings if present.

The Secretary shall be authorized to act as alternate for the Group Chairman and preside in his absence.

The Secretary shall keep an accurate record of the minutes of each meeting and shall file all correspondence concerning the business of the Local Group.

The Secretary shall send a copy of all minutes of Local Group meetings to the Secretary of the Division Council.

Section 4—Schedule of Meetings.

Regular meetings may be held during the first five (5) day period of each month.

Special meetings may be called by the Group Chairman at any time he deems necessary, or by signed request of one-fourth (¼) of the membership of the Local Group. Due notice of such special meetings must be given by posting.

Section 5—Quorum.

A quorum of the Local Group shall consist of one-fourth (¼) of the membership of the Local Group.

Section 6—Order of Business.

Roll Call.
Reading of Minutes.
Reading of Bills and Communications.
Report of Officers.
Report of Standing Committees.
Report of Special Committees.
Unfinished Old Business.
New Business.
Open Discussion.
Adjournment.

Section 7—Grievances.

Local grievances or complaints should first be submitted to a Grievance Committee of three (3) who shall be appointed by the Local Group Chairman. Upon recommendation of the Grievance Committee the Group Chairman shall submit said grievances to the foreman or superintendent and due reports shall be made thereof. If settlement cannot be made, then the complaint should be taken by the Group Chairman to the Division Council. All complaints to the Division Council must be made separately in writing and a copy immediately forwarded to the Secretary of the General Council.

Respondent's Exhibit No. 1

Article IV

Division Council

Section 1—Organization and Membership.

Each Division shall have a Division Council which shall be composed of all the Group Chairmen of the Several Local Groups in the Division.

Section 2—Election of Officers and Representatives.

Each Division Council shall elect from its members a President, Vice-President, Secretary, and Treasurer.

Officers shall be elected for twelve (12) months and shall serve until the next regularly scheduled meeting following their successors' election and qualification.

Election of officers shall be by membership of the Division at the last regular meeting in December of each year and shall be by secret ballot if more than one nominee is being voted on.

The President of the Division Council must be one of the Group Chairmen of the Division, and shall be elected by the membership of the Division.

Election of additional representatives and alternates to the General Council shall be by and from the membership of the Division at the last regular meeting in December. Election of representatives shall be by secret ballot if more than one nominee is being voted on.

The President of the Division Council shall be the representative at large to the General Council.

Each Division shall elect to the General Council one additional representative and alternate for each hundred members and major fraction thereof. If any Division has less than one hundred (100) members and more than fifty (50), then such Division shall be entitled to one additional representative and alternate.

Each Division Council shall have an Executive Committee, which shall consist of the President, Vice-President, Secretary, and Treasurer of the Division Council.

Section 3—Duties of Officers of Division Council.

The President shall preside over all Division Council meetings.

The President shall appoint special committees when needed. Special Committees shall serve until their duties are completed or until committee is discharged.

The Vice-President shall be authorized to act as alternate for the President and shall preside in the absence of the President.

The Secretary shall keep an accurate record of the minutes of each meeting and shall file all correspondence concerning the business of the Division Council.

The Secretary shall send a copy of all minutes of Division Council meetings to the Secretary of the General Council.

The Secretary shall issue a standard membership card to each new member of the Division.

The Treasurer shall keep an exact record of all moneys received and all disbursements made and at the close of the year shall present a complete statement showing total moneys received and total disbursements made during the year.

The Treasurer shall furnish bond in the sum and with security requested.

The Treasurer shall have turned over to him by the Group Chairmen the Initiation Fee of one (1) dollar from each member of the Division and also shall collect twenty-five (25) cents each month from each member of the Division.

The Treasurer shall forward to the Treasurer of the General Council three-fifths (3/5) of all Initiation Fees and Monthly Dues collected from the members of the Division.

All checks issued by the Division Council shall be signed by the Treasurer of the Division Council and shall be countersigned by the President of the Division Council.

The Division Executive Committee shall contact the Division Management on all matters of local character and shall refer to the General Council all other matters that affect or concern the total membership of the Association.

Section 4—Schedule of Meetings.

Regular meetings of the Division Council may be held

Respondent's Exhibit No. 1

Special meetings of the Division Council may be called during the second (2nd) five (5) day period of each month by the President of the Division Council at any time he deems necessary, or by signed request of one-fourth (¼) of the membership of the Division Council. Due notice of such special meetings must be given by posting.

Section 5—Quorum.

A quorum of the Division Council shall consist of the President of the Division Council, or his alternate, and one-fourth (¼) of the members of the Division Council.

Section 6—Order of Business.

Roll Call.
Reading of Minutes.
Reading of Bills and Communications.
Report of Officers.
Report of Standing Committees.
Report of Special Committees.
Unfinished Old Business.
New Business.
Open Discussion.
Adjournment.

Section 7—Grievances.

The Division Executive Committee shall consider all grievances received from Group Chairmen, shall contact the Division Management in adjusting said grievances, and shall make due reports thereof.

If settlement cannot be made with the Division Management, said grievance shall be taken by the President of the Division Council to the General Council. All complaints to the General Council shall be made separately in writing and in detail.

Article V

General Council

Section 1—Organization and Membership.

The General Council shall consist of elected representatives from each Division as heretofore provided.

The General Council shall have an Executive Committee, which shall consist of the President, Vice-President, Secretary, and Treasurer of the General Council.

Section 2—Election of Officers of General Council.

The General Council shall elect from its members a President, Vice-President, Secretary, and Treasurer. One officer shall be chosen from each Division represented.

The General Council may, if deemed best, employ extra clerical help to assist the Secretary; such help need not necessarily be an employee or employees of the Company.

Officers shall be elected for twelve (12) months and shall serve until the next regularly scheduled meeting following their successors' election and qualification.

Election of officers shall be held at the last regular meeting in December of each year and shall be by secret ballot if more than one nominee is being voted on.

Section 3—Duties of officers of General Council.

The President shall preside over all meetings of the General Council.

The Vice-President shall be authorized to act as alternate for the President and shall preside in the absence of the President.

The President shall appoint special committees when needed. Special Committees shall serve until their duties are completed or until committee is discharged.

The Secretary shall keep an accurate record of each meeting and shall file all correspondence concerning the business of the General Council or the Association.

The Secretary shall send a copy of all minutes of General Council meetings to the Secretary of each Division Council.

All checks issued by the General Council shall be signed by the Treasurer of the General Council and shall be countersigned by the President of the General Council.

The Treasurer shall keep an exact record of all moneys received and all disbursements made and at the close of the year shall present a complete statement showing total moneys received and total disbursements made during the year.

The Treasurer shall furnish bond in the sum and with security requested.

Section 4—Schedule of Meetings.

Regular meetings of the General Council may be held during the third (3rd) five (5) day period of each month.

Special meetings of the General Council may be called by the President of the General Council at any time necessary, or by the signed request of one-fourth (¼) of the membership of the General Council.

Section 5—Quorum.

A quorum of the General Council shall consist of at least one representative for each Division.

Section 6—Order of Business.

Roll Call.
Reading of Minutes.
Reading of Bills and Communications.
Report of Officers.
Report of Standing Committees.
Report of Special Committees.
Unfinished Old Business.
New Business.
Open Discussion.
Adjournment.

Section 7—Grievances.

The General Executive Committee shall consider all grievances received from the Division Councils and shall contact the General Management in adjusting said grievances and shall make due reports thereof.

Settlement of said grievances by the General Executive Committee shall be considered final.

Article VI

Miscellaneous

(a) A working agreement between this Association and the Management shall be drawn up by the General Council. This working agreement shall cover hours of work, working conditions, rates of pay, and all other matters concerning collective bargaining with the Management.

(b) Since the business we as employees are engaged in is a public utility we should do our part to provide an uninterrupted service for the public at all times, which, if withheld, would work a hardship on the public. Therefore, it is hereby provided: That any controversial point arising between the employees and the Company which cannot be agreeably settled between the General Executive Committee and the General Management, shall be adjusted by arbitration. The arbitration board shall consist of the President of the General Council, one representative of the Management, and a third disinterested person who is acceptable to this Association and the Management.

(c) The General Council shall have an Auditing Committee, which shall audit at the close of each calendar year the records of the Secretary and the Treasurer of the General Council and also the records of the Treasurer of each Division Council.

(d) Changes in representation to the General Council, if any, shall be made at the regular December meeting of the Association.

(e) Any question voted on at a general Association meeting shall be held open for twenty-four (24) hours to permit shift employees to vote on said question.

(f) The President of the General Council and of each Division Council by virtue of the office shall be a member of all their respective committees.

(g) Special assessments may be made at the Annual Meeting of the Association or at a special General Meeting called for that purpose and upon due notice being posted.

(h) Any officer who has had written charges preferred against him for misconduct, disloyalty, or inefficiency may be ousted from such office by a two-thirds (2/3) vote of any of the respective Local Groups, Division Councils, or General Council of which he or she is an officer.

(i) In all matters of procedure not covered by these By-Laws, Roberts' Rules of Order shall govern.

Respondent's Exhibit No. 2

ARTICLE VII

Amendments

These By-Laws may be altered or amended only by a majority vote of the total membership of this Association at any annual meeting or any special meeting of the Association held for that purpose after ten (10) days posted notice of such meeting and a written notice of ten (10) days having been mailed to each Group Secretary.

RESPONDENT'S EXHIBIT No. 2

COPY

RALPH H. JERNEGAN

ATTORNEY-AT-LAW

MISHAWAKA, INDIANA

December 1, 1937

Mr. George S. Holmes
308 Parkovash Avenue
South Bend, Indiana

Dear Mr. Holmes:

In re: Michigan Electrical Utility Workers Association I am enclosing a statement which that Association owes me for legal services in the sum of one hundred dollars. You will remember that is the sum I told you I would charge for legal assistance in the organization of that Union. I realize that I made my fee very much too low as I did not anticipate so many meetings especially with the use of my office. Ray Collins informs me that the report is about that I refused to do further work in behalf of the Union. You of course know that is not the truth as the last interview I had with you was in regard to an interview you were contemplating with a Mr. Wilson of the F leral Labor Board and I told you in substance that if you felt you needed me I would see him with you

or would make a trip to Chicago with you for such an interview and that you should call me if my services were desired in that or any manner. I have never heard from you since and there has been no correspondence or statements which could be construed in a manner to indicate I had turned you or the Union down.

Yours very truly,

(Sgd.) RALPH H. JERNEGAN

RESPONDENT'S EXHIBIT No. 3

November 7, 1938

Fellow Employe:

This letter will acquaint you with the activities of the Michiana Electrical Utility Workers Association. The Association, as you know, was formed for the mutual benefit of employes of the Indiana & Michigan Electric Company and has functioned very satisfactorily in their behalf.

To date 15 grievances have been submitted by the Michigan Division and each one of them was acted upon favorable to the employe. These 15 grievances also were responsible for several other satisfactory adjustments which were not submitted as grievances. In both Elkhart and Benton Harbor the entire Meter Department was reclassified with a raise in pay. Elkhart submitted and received favorable action on all the six grievances submitted so far. Butler submitted and received satisfactory action on its two grievances. Twin Branch entered seven grievances and six were satisfactorily adjusted, one refused and six other adjustments followed without formal action. In South Bend only one grievance has been refused.

In addition to the handling of grievances the Association as sole bargaining agent for all employes of the Company has secured the following benefits:

Respondent's Exhibit No. 3

A general raise for all employes.

Classification of employes in operating departments.

More uniform working conditions for all departments.

Double time on holidays for hourly employes.

Pay for first week off for injured hourly employes, with one year or more service with the Company, and for the next 51 weeks the difference between their sick and accident insurance and compensation and their wages.

Office employees may be classified if they so desire and if they submit a satisfactory plan of classification to the Company.

Through your Association you have a privilege never enjoyed before in the Company—the right to take a personal grievance direct to the head of the Company, if necessary. The machinery of the Association provides this channel for your benefit. This opportunity will remain open to you only if enough members continue to be active. Your officers are giving their time and efforts without pay and you receive the benefit. To show your appreciation for their sacrifice the least you can do is to become a member, or if you now belong, to be active without having to be prodded. In the Michigan Division the members pay their dues several months in advance. This practice saves the treasurer much grief and needless work for which he receives no reward. Twenty-five cents per month, or three dollars per year, is a small price to pay for the benefits available to you through your Association, and from now on a substantial part of your dues will be available for your entertainment. The success of your Association is squarely up to you.

Yours very truly,

GENERAL COUNCIL

RESPONDENT'S EXHIBIT No. 18

South Bend, Indiana.
May 20, 1937

Thomas F. English
General Manager of the
Indiana Michigan & Electric Company

Dear Mr. English:

You are hereby notified that a majority of the employees of the Indiana & Michigan Electric Company have organized a Union, to be known as the MICHIANA ELECTRICAL UTILITIES WORKERS ASSOCIATION. At an open meeting of said Association held today the undersigned were duly elected a Committee to petition you and through you the Company for the following purposes.

We respectfully ask you, in behalf of the Company to recognize the Michiana Electrical Workers Association as the SOLE BARGAINING AGENT for the employees of said Company.

We further ask you to honor this petition by an early reply.

Very respectfully,

MICHIANA ELECTRICAL UTILITIES
WORKERS ASSOCIATION,
By:

Enoch Swartz
Theodore R. Foster
Herbert M. Replogle
E. J. Miller

W. I. Burke
P. F. Durr
H. H. Depew
William Harris
Seth Vandenberg
W. D. Stamm
Max Andrews
Maurice J. Collins
Frank J. Boggs
D. D. Strock
Taylor Edgell
Elmer Harr
R. B. Chambers
F. M. Henderson
Ernest J. Durfey
H. C. Wittmack

Respondent's Exhibit No. 18

MINUTES OF MEETING OF MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

May 20, 1937
St. Joseph School Auditorium
South Bend, Indiana.

The meeting was called to order at 8:15 by Mr. Nelson Lambert, acting chairman.

Mr. Lambert then read excerpts from the National Labor Relations Act. He then stated that the employees present had indicated the need for such an organization as was being formed at this time.

Department representatives were then called to the platform. The following departments were represented.

Operating Department	Garage
Stores Department	Line Department
Engineering Department	Steam Plant
Substation Department	Meter Department
Twin Branch	Butler
Meter Readers	Fort Wayne
Buchanan	Benton Harbor
Elkhart	Main Office
Department of Forestry	Ralph Hague's Gang
Stove Department	

The following nominations were presented for the election of a Chairman.

Mr. E. Collins, Mr. M. Henderson, Mr. George Holmes and Mr. N. Lambert.

By a standing vote Mr. Collins received 92, Mr. Henderson 30. A motion was then presented by Mr. Frank Miles that the vote be given unanimously to Mr. Holmes and that Mr. Lambert be designated to act until Mr. Holmes return, as he was out of the city. The motion was seconded by Mr. Beedon and passed.

The following nominations were presented for the election of a secretary.

Miss Genevieve Hickey and Miss Geraldine Carlson.

By a standing vote Miss Carlson was elected permanent secretary.

A short recess was then called.

The first business of the meeting was stated. Do we want to form a Union of the employees of the Indiana & Michigan Electric Company. A motion was then presented by James Marsh that we do form such a union, to be called the Michiana Electrical Workers Association. The motion was passed.

Mr. Lambert then suggested that we present to the Management a petition or letter suggesting that this organization be formed. Such a letter has been prepared, anticipating our intentions.

The Wagner Act states that a majority of the employees of a company must belong to a union for such union to be recognized. The Indiana & Michigan Electric Company has 1,004 employees on its payroll and to date 670 Application for Membership cards have been turned in. A motion was then presented that as we have a majority this organization should be stepped right along and that we present such a request to the management. The motion was passed.

A motion was then presented that the union be absolutely without outside affiliation. The motion was passed.

Mr. Niles then suggested that all cards not already turned in be brought in at this time.

Mr. Kreimer then presented a motion that each department be represented by the number of employees in that department. Mr. Collins then suggested that this be put in the by-laws of the organization, to be made up later, as this meeting was just to temporarily organize. The original motion was then withdrawn.

Mr. Henderson then presented a motion that the name of the organization might confuse, suggesting that an electrical worker would be eligible for membership. He suggested the name be changed to read "Michiana Electrical Utility Workers Association." The motion was carried.

Mr. Henderson then presented a motion that the petition as drawn up and signed by the representatives be read and adopted. The motion was carried.

A motion was then presented that a copy of the minutes

of this meeting be attached to the petition and presented to the management. The motion was carried.

A motion was then presented that a committee be selected to prepare the by-laws. Then suggested that a meeting of the various departments be held to select their own committee. The motion was rejected.

A motion was then presented that this committee meet with the Chairman one week from tomorrow night or the 28th of May, 1937. The Chairman will notify the representatives as to the place of meeting. Motion carried.

Mr. Miles then brought up the question what is a Department. How shall the departments be broken down. Mr. Collins suggested that each department select a number of men to be sent as representatives for the committee. Motion rejected.

Motion then presented that five men from the present committee make up the by-laws for approval. Motion rejected.

Motion presented that the Chairman be empowered to appoint a committee of five to prepare the by-laws.

Motion amended to read, one representative from each district. Motion carried.

Meeting adjourned at 9:45 P. M.

GERALDINE CARLSON, *Stenographer*

RESPONDENT'S EXHIBIT No. 19

AGREEMENT

By and Between

THE INDIANA & MICHIGAN ELECTRIC COMPANY

and

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION

Article I

This agreement is entered into this.....day of ....., 1937, by and between the Indiana & Michigan Electric Company and the Michiana Electrical Utility Workers Association, hereinafter referred to respectively as the Company and the Association. This agreement shall continue in force for one (1) year.

When signed by officials of the Company and the duly authorized representatives of the Association, the terms of this agreement shall become effective. The Company agrees to recognize the Association as sole bargaining agent for the employees of the Company. The Company and the Association recognize the right to change this agreement by mutual consent. This agreement may be opened for revision upon immediate notice where the fault complained of arises from war, an act of God, or a very unusual increase in the cost of living caused by inflation.

This agreement shall be subject to all State and Federal laws. If any court shall hold any part of this agreement invalid, such decision shall not invalidate the entire agreement.

Article II

Grievances

The Company agrees to meet and treat with the duly accredited officers and committees that are elected or selected by the Association upon all questions and grievances that may arise between the parties hereto during the life of this agreement. Insofar as possible grievances shall be settled between the Company's Division Manager and the representatives of the Association in the particular Division in which the grievances may arise.

Local grievances or complaints shall first be submitted to a Grievance Committee of three (3) who shall be appointed by the Local Group Chairman of the Association. Upon the recommendation of said Grievance Committee the Group Chairman shall submit said grievances in writing to the Company's Foreman or Superintendent who shall make his reply to said grievances in writing to the Group Chairman within the next two (2) working days. If equitable settlement cannot be made, then the Group Chairman shall take the complaint to his Division Council.

The Division Executive Committee of the Association shall consider all gri ances received from Group Chairmen and, if advisable, shall state the complaint in detail in writing and forward said complaint by registered mail to the Company's Division Manager who shall make his reply to said grievances in writing to the President of the Division Council within the next four (4) working days from time of mailing of registered written notice. If equitable settlement cannot be made, then the Division Council President shall take the complaint to the General Council.

The General Executive Committee shall consider all grievances received from the Division Councils and, if advisable, shall state the complaint in detail in writing and shall forward said complaint by registered mail to the Company's Vice-President & General Manager who shall make his reply to said grievances in writing to the President of the General Council within the next eight (8) working days from time of mailing of registered written notice. If equitable settlement cannot be made, then the complaint or grievance in question shall be settled by arbitration.

All time limits herein referred to and specified may be extended by mutual consent.

Article III

Arbitration

The Association agrees that during the continuance of this agreement there shall be no strikes, sitdowns, walkouts, or other concerted cessation of work by the Association. Any controversial point arising between the Associa-

tion and the Company which cannot be agreeably settled between the General Executive Committee and the Company shall be adjusted by arbitration.

The Arbitration Board shall consist of the President of the General Council, one representative of the Company who shall be appointed immediately upon receipt of registered written request for arbitration by the Association, and a third disinterested person who is acceptable to the General Council and the Company and who shall be chosen within twenty-four (24) hours after receipt by the Company of said registered written request for arbitration by the Association.

The Abitration Board shall make its decision within one (1) calendar week after appointment of the third member of said Arbitration Board.

Article IV

Change in Agreement

Changes in this agreement mutually agreeable to the Company and the Association may be made at any time. If changes which are not mutually agreeable are desired by either party because of war, an act of God, or an unusual increase in the cost of living, said party desiring the change shall in writing notify the other party who shall have thirty (30) days from time of mailing of registered written notice to consider same and give answer. Said notice shall specify in detail the changes desired and reasons therefore and the answer shall do likewise. If the requested changes cannot be agreeably settled between the General Executive Committee and the Company, such suggested changes shall be adjusted by arbitration.

Article V

Definitions

A permanent employee shall be one who is working in a regular established department of the Company for a period of time longer than one (1) year and not employed for any special work which in its nature is temporary.

A temporary employee shall be one who is working in

any department for less than one year or one working on any job considered by the Company as special work which by its nature is temporary. It is understood, however, that the Company may employ anyone in a position as a permanent employee if the Company so desires.

It is mutually understood that a working day shall be any day except Sunday or the following legal holidays:

New Year's Day	Labor Day
Decoration Day	Thanksgiving Day
Fourth of July	Christmas

Article VI

Classification

The Company agrees to classify all employees. Those employees who do not know their classification shall be given their classification by the Company.

The Company agrees to establish minimum rates of pay for each classification.

Engineers are notoriously underpaid in comparison with the other professions, yet the engineer must acquire a four or five-year costly college course in order to give to Society the services it demands and receives from him. In view of these facts and conditions the Company agrees to classify engineers and establish minimum rates of pay as follows:

	STARTING MIN.	5-YR. SERVICE MIN.	10-YR. SERVICE MIN.
Graduate Engineer from an accredited school	$125.00	$175.00	$225.00
Non-technical man with 2 or more years college and no experience, or high school graduate with experience	100.00	150.00	175.00
Draftsman with high school education, less than 2 years college and no experience	80.00	130.00	150.00

The difference between starting salaries and minimum salaries at the five-year and ten-year periods shall be paid in equal annual increases.

Any graduate engineer from an accredited school with one or more years previous experience shall receive salary in excess of the minimum schedule in the amount his experience and ability warrant.

The above salaries are minimum rates of pay. Any employee classified under this schedule of salaries shall be further compensated for unusual efficiency or position of increased responsibility.

Article VII

Working Principles

The Company shall have the right to lay off or discharge any employee for sufficient and reasonable cause, but the employee or his representative shall, upon request, be advised of the reason or reasons for such lay-offs or discharge.

Any employee layed off or discharged must present his grievance to the Association within two (2) weeks in order to receive consideration by the Association.

In case of lay-off due to lack of work, it is agreed that such lay-off shall be based on seniority, where practicable, in the respective classifications of the Company.

After a lay-off due to lack of work, it is agreed that former employees shall be re-employed, where practicable, in accordance with their former seniority.

Where qualifications are equal, members of this Association shall have preference in promotions over non-members.

Promotions to positions in the respective classifications in the respective Divisions shall be based on competency and seniority. Competency being sufficient, seniority shall prevail.

It is agreed by the Company that in the event there is an opening in any position in the Company that employees of the Company will be notified of such opening and such notice will be posted on all Company bulletin boards for at least one (1) week and employees of the Company

will be given first consideration for that position, provided their ability warrants. In the event an employee be given the new position and be found in the judgment of the Company incapable of filling that position, he or she may be transferred to his former position without affecting his or her seniority rights, and will not be discharged.

If the Company temporarily transfers any member employee to a different classification which pays a lesser amount per hour or month, then the Company agrees to pay said employee on the basis of his or her regular classification.

If the Company permanently transfers any member employee from a certain classification to one that pays a lesser wage, said employee may accept such change or classification and be paid on the basis of his or her new classification.

This agreement shall not prohibit an employee from bargaining individually with the Company or accepting work under any classification if he or she so desires.

It is agreed that the Company and its officers and the members of the Association will observe all Safety Rules at all times.

The Company agrees to provide Question Boxes where employees may deposit suggestions for improving operations in the Company's business. Where such suggestions are used and result in lowered cost of operation, the Company agrees to reward employee making said suggestion in order to stimulate cooperation and further suggestions.

The Company agrees to hire only American Citizens or persons who have taken out their first citizenship papers.

Any present employee who is not an American citizen shall make application for his or her first citizenship papers immediately after this agreement goes into effect and in due time shall become an American citizen if he or she is to continue to work for the Company.

Article VIII

Hours and Working Conditions

Eight (8) hours shall constitute a day's work in all classifications not otherwise provided for.

Respondent's Exhibit No. 19

Forty (40) hours shall constitute a week's work exclusive of overtime. Said forty (40) hours to be worked in five (5) consecutive days.

The Company agrees that all hourly employees will receive time and one-half for all work in excess of eight (8) hours per day and double time for work performed on Sundays and the six (6) following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

Employees whose regular duties come on Sundays and holidays shall not receive overtime pay on these days until after the expiration of their regular hours of work. Such employees shall have specified as their "Sunday of Rest" the second day after five (5) consecutive working days and shall receive time and one-half for all work performed on the day designated as their "Sunday of Rest."

All monthly employees working in excess of forty (40) hours per week shall be compensated therefor.

All travel to and from Company premises and place of work on Company business shall be on Company time.

The Company agrees that no time will be lost on account of stormy or inclement weather.

Time for regular duties shall start when employee reports to his or her department. In emergency cases time shall start when the Company notifies the employee of such emergency.

In emergency calls the minimum time to be turned in shall be two (2) hours at time and one-half.

In no case shall the adjustment of hours under this agreement result in a decrease in pay for any employee.

The Company agrees to pay all living expenses of any employee incurred while employee is doing Company work away from his or her permanent place of work.

When an employee is permanently transferred to a new location the Company agrees to pay said employee's moving expenses and said employee may, if he or she so desires, hire the moving done and the Company agrees to pay said bill when the employee presents same to the Company.

When an employee is kept on the job during the normal meal hour the Company agrees to pay for employee's meal.

No employee shall work on emergency work for more than six (6) consecutive hours without having the privilege of eating a meal and the Company agrees to pay for said meal when place of work is not within a reasonable distance of employee's home.

When an employee is subject to calls for emergency work and has a telephone at the Company's request the Company agrees to pay one-half (½) of said employee's telephone bill.

It is agreed that all hourly employees will receive time and one-half for all work performed outside of regular working hours, whether or not they have worked those regular hours.

The five (5) consecutive days, Monday, Tuesday, Wednesday, Thursday and Friday, shall constitute a working week for all employees except those who have some other day designated as their "Sunday of Rest" and said day designated as their "Sunday of Rest", if worked, shall be subject to extra pay at time and one-half.

Article IX

Wages and Salaries

Upon acceptance of this agreement the Company agrees to give all employees an increase in wages sufficient to compensate for the present increased cost of living, which it is agreed shall be a fifteen percent (15%) increase of the present wage and salary scale.

Article X

Vacations

The Company agrees to grant vacations, with pay, to employees as follows:

1—Less than 12 consecutive months service—no vacation.

2—One to three consecutive years service—1 week.

3—Three or more consecutive years service—1 week.

Employees coming under (2) of above schedule will receive pay for 40 hours while on vacation.

Employees coming under (3) of above schedule will receive pay for 80 hours while on vacation.

Eligibility of employee under this plan will start from date of his or her employment.

At the discretion of the department head, vacations may be granted at a time other than the regular vacation season.

Insofar as choice of vacation date lies with the employees, employees with children of school age shall be given preference. Seniority shall also be considered when determining the order of choice.

Article XI

Insurance

The Company agrees to continue its present plan for (1) Insurance provided and paid for by the Company, (2) Contributory Group Life Insurance, (3) Group Sickness and Accident Insurance, and (4) Sickness Payments to monthly employees.

The Company also agrees that any permanent hourly employee who is carrying the maximum amount of Group Sickness and Accident Insurance and temporarily suffers total disability from sickness or accident shall receive his or her regular wages during the first seven (7) days of disability and thereafter shall receive in addition to the insurance compensation an amount sufficient to make the insurance compensation and said additional amount equal to employee's regular wages until such time when said employee is able to return to work, but in no case are these payments to continue for more than fifty-two (52) consecutive weeks. The employee must be under the care of a physician and employee agrees to allow free access to his or her sick room by any nurse or doctor that the Company may designate. Should the employee be guilty of malingering, or pretending sickness, the payments by the Company in the amount referred to above are to cease and the employee shall be subject to discharge.

Inasmuch as it is mutually agreed that the Federal Social Security Plan is uncertain and inadequate, the Company agrees that its representatives and representa-

tives of the Association will formulate a Pension Plan for the employees. Said plan shall become effective within sixty (60) days after the acceptance of this working agreement. Said Pension Plan shall include a compulsory retirement age and contributions shall be made both by the Company and the employees.

ARTICLE XII

The Company shall sign or reject this agreement within one week after presentation of same.

This agreement shall continue in full force from....., ...1937, until .....1938.

IN WITNESS WHEREOF, the Company and the Association have each caused their presents to be executed in their names and behalf by their proper officials hereunto authorized this ..... day of ....., 1937.

INDIANA & MICHIGAN ELECTRIC COMPANY,

.....

Vice-President & General Manager

.....

Assistant Secretary

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION,

.....,

President

.....

Vice-President

.....

Secretary

.....

Treasurer

Presented July 16, 1937

RESPONDENT'S EXHIBIT No. 20

August 3, 1937

Conference held at the office of Indiana & Michigan Electric Company, 220-222 West Colfax Avenue, South Bend, Indiana, on Tuesday, August 3, 1937 at 10:30 o'clock a. m.

Present: Mr. Thos. F. English and Mr. Chas. B. Calvert, and the following representatives of the Michiana Electric Utility Workers Association: Mr. George Holmes, President; Taylor Edgell, Vice-President; Ray Collins, Treasurer and Russell E. Denman, Secretary.

Mr. Calvert: Gentlemen, in accordance with what I have told Mr. Holmes at the time of his contact with us, Mr. English is at this time ready to listen to anything you may have to say and in order to start the matter off, I had probably better say to you, Mr. Holmes, what is it you have now you wish to discuss with us?

Mr. Holmes: This working agreement which we submitted.

Mr. Calvert: Before we discuss the working agreement, there are certain other things which you must of necessity take cognizance of, and at this time I want, in order to show you the situation so you may understand it, I will tell you the proceedings as they stand as far as the company is concerned.

On the 22nd of May, 1937, there was delivered to Indiana & Michigan Electric Company, a petition signed by the Michiana Electric Utility Workers Association by, I think, twenty signatures. A petition stating in effect that Indiana & Michigan Electric Company recognize the Michiana Electric Utility Workers Association as the sole bargaining agent for the employees of said company.

On the 24th day of May, 1937, there was presented and delivered to our corporation by a group of employees of the Twin Branch Plant, headed by Mr. Bunch, who stated that he was president of the local organization or union of the United Electrical and Radio Workers of America, Local No. 906, a petition and agreement in which the management of Indiana & Michigan Electric Company agree to recognize the United Electrical and Radio

Workers of America as the sole collective bargaining agency for the workers of Indiana & Michigan Electric Company. This, among other things, was presented to us.

Now, of course, the situation with all of us is a question of compliance with the provisions of the Wagner Labor Act which provides, as you gentlemen are all familiar, with the question as to who should be the body representing the employees of the company. Now in both cases there has been a request for the sole bargaining agency. Now our situation is simply this, that these two requests are on file. Now as to the status of your organization in view of the fact that this other petition has been delivered to us, or rather in the nature of a demand or agreement, have you consulted with your attorney as to your standing under the Labor Act.

Mr. Holmes: Mr. Jernegan is our attorney and he said in our meeting—

Mr. Calvert: Have you discussed that one proposition with him?

Mr. Holmes: I do not know specifically that point. In discussing the Wagner Law with him, it was our understanding that that association of employees having a majority of the members are, under the Wagner Act, entitled to be recognized as sole bargaining agent and we have right around 700 - 800 employees which would naturally give us majority.

Mr. Calvert: To be frank with you, the question is this and a matter that I suggest you refer to Mr. Jernegan. How are you going to establish this condition in that you are the sole bargaining agent? What I have in mind, have you discussed with him the necessity of an election.

Mr. Holmes: I cannot specifically state I talked with him but it has been brought up in the General Council and that point was brought up in the State Regulation Board and requested an election, then it would be established our right to this request be asked, providing we have a majority, which that election would show.

Mr. Calvert: Mr. English, what have you to say?

Mr. English: Do I understand that to request an election that request would go to the State Board?

Respondent's Exhibit No. 20

Mr. Calvert: To the State Branch of the Federal Labor Board—

Mr. English: Of the National Board created under the Wagner Act.

Mr. Collins: As I understand the law, it is not necessary to have that election unless it is requested by another organization.

Mr. Calvert: Unless it is requested by another organization.

Mr. Collins: If I understand the law correctly, and I have read it several times, it is rather vague and does not specify that point, that it is not necessary to have an election unless it is requested by some opposing organization.

Mr. Calvert: You may be right. As you say, the difficulty with that law is that it is vague in some respects. In the first place I was of the opinion that the right was given to either corporation or association or union to ask for an election, but I find upon investigation that it has been determined and held that the action must come from the union, the employer is not in a position to ask for that movement.

Mr. Collins: That is what I thought. If the union had any doubt about bargaining, they could ask for the election. If two organizations, either one could ask for election but not compulsory.

Mr. Calvert: The Company is willing to proceed with the matter of negotiations with your group. However, as a matter of fairness and justice, we are of the opinion that you should submit to us your by-laws as you have finally adopted them in order that we may determine the exact nature of your organization; of what it consists, its purpose and how you are set up. That, from our standpoint, should be a condition precedent to any negotiations which we may have. As I say, Mr. English is not in any way desirous of delaying any consideration; of course, you understand that under the Act, provisions are made for negotiations but it is not necessary that we execute a contract. There may be a lot of things done which may be done without contract, simply by mutual understanding

between your people and ourselves. Of course, there are matters in this contract which you suggest which you yourself know the company cannot sit down and sign, that it is not able to do so. But Mr. English is willing to continue his negotiations with you but we believe today that these two things should be determined: first; we would like to have your set up, and secondly; we would like to have your people informed through you as to what your rights are and how you are going to establish yourselves as the sole bargaining agent. Have you anything further?

Mr. English: May I suggest that Mr. Holmes briefly outline the form or organization that you have developed. I presume your entire set-up is embodied in the by-laws.

Mr. Holmes: It is made up briefly of four divisions: South Bend, Twin Branch, Elkhart and Michigan. These divisions in turn are made up of local groups consisting of five or more employees, each department may go ahead and have its own group. Each local group has a Group Chairman and a Secretary. Each Division has several local councils, President, Vice President, Treasurer and Secretary. Now the membership in the General Council is composed of one delegate at large from each Division plus one additional representative for each Division for each 100 employees or major fraction thereof. The General Council in turn has its four officers, President, Vice President, Treasurer and Secretary.

Mr. Calvert: Are the officers of your Division members of the General Council. The President of the Division Council is ex-officio a member of the General Council.

Mr. Holmes: These four officers in each division comprises the Executive Committee to contact the Division Management of the Company and in turn the four officers of the General Council forms this General Committee of contact.

Mr. English: May I suggest that when you deliver to us the by-laws that you graphically set up your organization.

Mr. Holmes: We hope to include that in the by-laws.

Mr. Calvert: The by-laws, if they have not been changed, are set up that way.

Mr. Holmes: Wherever Local Council, it should be called Division Council. Just a few changes.

Mr. Calvert: Now the matter is open to you.

Mr. Holmes: My next move is to see the attorney and see whether in our present set-up if we will bargain only for our own members or for all employees. According to the Wagner Act, to get his opinion to see if it is necessary to obtain from the State Branch of the National Labor Relations Board to hold an election to determine which organization shall have sole bargaining rights within the company.

Mr. Calvert: I take it that is the interpretation of the law.

Mr. English: Explanation of classification and eligibility of membership; can you make a statement as to the scope.

Mr. Holmes: Copy of by-laws has a statement to that effect.

Conference adjourned with the understanding that after consideration of matters discussed at this meeting, contact would be established with a view of a later meeting.

RESPONDENT'S EXHIBIT No. 21

South Bend, Indiana,
September 28, 1937.

Mr. Thomas F. English,
Vice-President & General Manager,
Indiana & Michigan Electric Co.,
South Bend, Indiana.

Dear Sir:

The Michiana Electrical Utility Workers Association, consisting of not less than 750 employees of the Indiana & Michigan Electric Company, has authorized the under-

signed to meet with you and other representatives of your company at 10:30 o'clock Central Standard Time, October 1, 1937, in the Conference Rooms of the Company, Two Twenty (220) W. Colfax Avenue, South Bend, Indiana, for the purpose of concluding a working agreement between the company and its employees.

If you, or your representatives, should find it impossible to meet with us at the above stated time, we would appreciate an immediate response from you suggesting some other date that would be satisfactory.

An affidavit duly executed by the Secretary of our Association is presented herewith.

For your information, the Association has retained William E. Voor, of Voor, Jackson & Grant, as its Legal Advisor and, if you wish, you may contact him with reference to this matter.

Respectfully yours,

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION,

By: (Signed) GEORGE S. HOLMES,
President.

By: (Signed) R. E. DENMAN,
Secretary.

RESPONDENT'S EXHIBIT No. 22

STATE OF INDIANA, }
COUNTY OF ST. JOSEPH, } ss:

R. E. DENMAN, being first duly sworn upon his oath, deposes and says:

That he is the duly elected, qualified and acting Secretary of Michiana Electric Utility Workers Association, and that he has charge of the books and records of said Association;

That as of September 27, 1937, not less than 750 of the employees of Indiana & Michigan Electric Company were and still are active dues-paying members of this

association, which number of employees this affiant is informed and believes constitutes more than a majority of the total employees of said Indiana & Michigan Electric Company.

Further affiant saith not.

(Signed) R. E. DENMAN.

Subscribed and sworn to this 28th day of September, 1937.

(SEAL) (Signed) WILLIAM E. VOOR, *Notary Public.*

My commission expires March 16, 1940.

RESPONDENT'S EXHIBIT No. 23

September 28, 1937

Michiana Electrical Utilities Workers Association
South Bend, Indiana

Gentlemen:

On behalf of Indiana & Michigan Electric Company management, please be advised that Indiana & Michigan Electric Company is willing to bargain collectively with the employees of the company. The secretary of your Association having certified by affidavit that a substantial majority of the employees of Indiana & Michigan Electric Company are members of the Michiana Electrical Utilities Workers Association in good standing; the management of the company recognizes your Association as the sole bargaining agent for all of the employees of the said company for the purposes of bargaining collectively with respect to rates of pay, wages, hours, or other conditions of employment.

This is in answer to your request of May 20, 1937.

Very truly yours,

INDIANA & MICHIGAN ELECTRIC COMPANY,
(Signed) THOS. F. ENGLISH,
Vice President & General Manager.

TFE:RH

RESPONDENT'S EXHIBIT No. 24

October 1, 1937

INDIANA & MICHIGAN ELECTRIC COMPANY
Chas. B. Calvert
R. G. Thompson

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION
Geo. Holmes, President
Taylor Edgell, Vice President
R. E. Denman, Secretary
M. J. Collins, Treasurer

Mr. Calvert: On the 28th of September, 1937, there was delivered to Mr. Holmes, the president of the Association, a communication signed on behalf of Indiana & Michigan Electric Company by Thos. F. English, Vice President and General Manager, as follows:

Copy letter of 28th.

In conformity with this letter of September 28, 1937, Indiana & Michigan Electric Company is now ready to bargain collectively with you in accordance with this letter and under such terms and conditions as are lawful. The matter now is, as I take it, is open for discussion and I take it at this time that the matter is open to you for such statements as you gentlemen wish to make.

Mr. Holmes: We thought we would go over the proposed working agreement, item by item.

Mr. Calvert: That is what you want to do?

Mr. Holmes: Yes, discuss it this morning.

Mr. Calvert: Probably we could go over it and eliminate certain things which may be there and then we will get down to what you men have in mind. I want it understood that this meeting today is a preliminary meeting at which we will attempt to exchange ideas, to determine what you have in mind and in that way get to some basis for our future negotiations. As I understand it, these things which you will now mention are the subjects of bargaining which you wish to do.

Mr. Holmes: Yes, the basis.

Mr. Calvert: This discussion this morning is not aimed at as a decision of this as a contract but a discussion and

a bargaining as to the subject matters as are contained in it. I do not want you to get the opinion—What I mean is this, that discussion which we may have this morning is not an indication of the intent to execute this contract but more for the purpose of determining what you have in mind as what may be intimated in this, using this agreement of yours merely as a reference to those subject matters which you wish to bargain on.

(Mr. Holmes then proceeded to read the working agreement as submitted, article by article).

No comments on Article I.

ARTICLE II.—*Grievances.*

Mr. Holmes: There is a thought there giving the Local Management the chance to clear up.

Mr. Calvert: That is being done. Nothing there that is not being done at the present time. That is the way you are handling those things now.

Mr. Holmes: I do not know of any specific instances of grievances in the Association.

Mr. Denman: Grievances have been handled by local management.

Mr. Calvert: Nothing you are not doing at the present time.

2nd paragraph

Mr. Calvert: I am rather of the opinion that those things are being done. As far as times are concerned, I do not know if, but the general practice is in accordance with this.

3rd paragraph

Mr. Calvert: This is all machinery.

4th paragraph

Mr. Calvert: This is all machinery.

ARTICLE III.—*Arbitration.*

1st paragraph

This is machinery.

Second paragpraph

Mr. Calvert: You may have this when you get to a final determining. It just occurs to me that you may have to insert an additional provision in regard to the appointment of a third arbitrator in the event you cannot agree. If you cannot agree, then what would you do—if the company and council cannot agree upon a third member?

Mr. Collins: Appointed by outsider.

Mr. Calvert: If you cannot agree, you make application to the Judge of the Federal Court having jurisdiction. That is a matter you may have to take up later.

ARTICLE IV.—*Change in Agreement.*

Mr. Calvert: These are other things which will be negotiated.

ARTICLE V.—*Definitions.*

1st paragraph

Mr. Calvert: I do not know how we are handling a permanent employee and a temporary employee but that is a matter which we will have to work out in general.

Mr. Holmes: There has been considerable discussion on that point. For instance, provided a man is doing regular work and the job is continuous and not of a temporary nature and after he has worked a year he has a right to know if the company is going to keep him if the job is permanent.

Mr. Calvert: That is the idea you have in this? Determination after one year of a man's status.

Mr. Holmes: If the company has accepted his services that long, he wants to know if he will be kept on permanently.

3rd paragraph

Mr. Calvert: Right there; I do not think you mean that in that way. For example, what are you going to do with your shift men, men who work around the clock and whose regular employment falls on those days? I presume that you would have to modify that to "hereinafter provided, etc." I know what you have in mind but the statement as it is does not fit the operations of our business.

Respondent's Exhibit No. 24

ARTICLE VI.—*Classification.*

1st paragraph

Mr. Calvert: We will make a classification of all employees.

2nd paragraph

Mr. Calvert: That is a matter of bargaining. That will have to receive consideration.

3rd paragraph

Mr. Calvert: That is also the same thing, a matter of future discussion.

ARTICLE VII.—*Working Principles.*

1st and 2nd paragraphs

Mr. Calvert: That the man discharged present his grievance within two weeks.

3rd paragraph

Mr. Calvert: When you get into the question of seniority, that has got to, and I think you have it someplace in here, another element that enters into that is also the question of ability.

4th paragraph

Mr. Calvert: The same would apply.

5th paragraph

Mr. Calvert: That also has the same thing attached to it.

6th and 7th paragraphs

Mr. Calvert: Are you insistent upon bargaining upon that provision?

Mr. Holmes: That is a point that quite a few have brought up and I know some joined the association after they saw that clause. I believe there was an engineering position open in one department and filled by an outsider. One of the engineers felt that he was able to do more than the job required of an engineer and felt that he should have been given a chance instead of bringing in an outsider. He feels he should have been given permission to try his hand. In that paragraph it is all left up to the company, but merely to give the employee—

Mr. Calvert: If the company's decision should be ad-

verse to what he considers his interest, the question then is to what extent will the association back him up in that provision.

Mr. Holmes: I would think—

Mr. Calvert: It is still a question.

Mr. Holmes: If the company as a very definite reason why—

Mr. Collins: Will have to take it up with his grievance committee.

Mr. Holmes: If he is not agreeable how far will the grievance committee—

Mr. Collins: Division head will tell him why.

Mr. Calvert: One thing we will have to consider.

Paragraph 8

Mr. Calvert: That is in effect now. There is nothing there that is not being done.

9th paragraph

Mr. Calvert: Also in effect.

10th paragraph

Mr. Holmes: Which is in accordance with the Wagner Act.

12th paragraph

Mr. Calvert: You have a problem there as to determining whether that which is done is the direct result of the suggestion of by someone else. That is a rather difficult matter to actually determine.

Mr. Holmes: I think the principal thought in back of it is this—An individual employee has his own original idea and without the question box if another should learn of this idea and like it, he could very well shunt it around the employee suggesting it would be left out.

Mr. Calvert: That is what I wanted to do this morning, get your ideas. That is the case that affects this.

13th paragraph

Mr. Holmes: There are some employees who have not taken out first papers and also taking on new employees who are not American citizens.

Respondent's Exhibit No. 24

14th paragraph

Mr. Calvert: That is one of the provisions of your by-laws, I think.

ARTICLE VIII.—*Hours and Working Conditions.*

1st paragraph

Mr. Calvert: That is a matter which we will have to discuss further. You have got certain conditions which may arise which are going to mean a further bargaining on that provision.

2nd paragraph

Mr. Calvert: That is also a matter of further discussion.

Mr. Collins: We will have to change that to take care of shift men at Twin Branch and Steam Stations.

3rd paragraph

Mr. Calvert: Has been taken care of. That is exclusive of the shift men. That has been taken care of.

Mr. Edgell: Sundays have not been taken care of. Just double time for holidays.

Mr. Calvert: Time and one-half for Sundays.

Mr. Collins: Not double time for Sundays.

Mr. Calvert: For Sundays it is time and one-half. That is a question we will have to discuss. What I want to get, is in a case like this, what is the difference of what is asked and of what is in practice. You say it is double time on Sundays.

Mr. Edgell: They are asking for double time, at the present time receiving time and one-half.

Mr. Denman: Time and one-half for Saturdays. Work first five days and gets straight time, Saturdays time and one-half.

Mr. Calvert: If a man works 40 hours and called back, he is given time and a half for Saturdays.

Mr. Denman: Not at present.

Mr. Calvert: That is a matter we will go into.

4th paragraph

Mr. Collins: Situation as to work out in accordance with plan of operation.

Mr. Holmes: Interferes with troublemen.

Mr. Denman: Intended that this should read "Double time" instead of time and one-half.

Mr. Holmes: (Remarks not understood).

5th Paragraph

Mr. Holmes: That is a broad statement, it says compensation, not paid. Two principle factors here. One is where a man who formerly was on an hourly rate and changed over to a monthly rate basis and then works Saturday and part of Sunday. Several of these cases have been brought out. Regular monthly men if they work a lot of overtime in some departments do not ask for pay. Maybe some day they would want to get a day off, not to get back every hour given in overtime. Then, there is another angle brought out. Lot of men saw this clause since some hourly men have been turned over on monthly rate and then had to work a lot of overtime, they were afraid there would be more there for them. This clause stops all change overs.

Mr. Collins: Twin Branch Plant operating department handles it this way. If they call a man in on a day off, then they give him a day and keep track of every day owed you. That is a nice way to handle it. Should not let time pile up.

Mr. Holmes: Very fine policy if it can be arranged.

Mr. Calvert: I think that is a matter for which the company must determine its policy. It would strike me that that would have to be worked out in accordance with what the particular duties would permit. But the general principal is still as you stated, that if a man is asked to work, he is compensated by being given an equal amount of time off to make up for that which he worked.

Mr. Edgell: We have a condition like this. A meterman works with a lineman, meterman is on a monthly rate and lineman on the hourly rate and it happens to be in territory where a lot of overtime is put in. They sometimes work as late as ten o'clock at night. Naturally that causes dissatisfaction.

Mr. Calvert: I can see the situation that would arise there.

Mr. Edgell: Three different men in our territory have as high as 145 hours overtime—monthly men.

5th Paragraph

Mr. Calvert: Question of overtime—it really should not be permitted if you are going on a certain basis. Overtime in connection with an emergency is O. K.

6th Paragraph

Mr. Calvert: That is a matter which will have to be discussed further.

Mr. Edgell: Except in some departments, I believe maintenance departments and Twin Branch, crews are called to report at Benton Harbor or to Butler and their time started after they got to those places. Do not know if that is a condition in just that department. Crews and everybody travels on company time.

7th Paragraph

Mr. Calvert: That is a matter of considerable discussion.

Mr. Holmes: The thought back of that is, line crews, for instance, are there to work and have to go through all kinds of weather and if it rains they have to lose all of that work.

Mr. Calvert: Of course you have to think where a general statement of that kind is pretty broad.

Mr. Edgell: That has been the policy, to stay on the job and get paid for it.

Mr. Calvert: Has been the policy. You understand you are putting something down here as an actual rule. It has been policy, that is what have been doing. But you might construe this wrong.

8th Paragraph

Mr. Holmes: Troublemen are called out at nights. Regular duties when on job. Trouble calls start when he leaves.

9th Paragraph

Mr. Calvert: That is usually taken care of in time turned in.

10th Paragraph

Mr. Calvert: Do not know how that would work out.

Respondent's Exhibit No. 24

11th Paragraph

Mr. Calvert: That I take it is being done now.

Mr. Holmes: As far as I know it is.

12th Paragraph

Mr. Holmes: The thought brought out there is the company does the moving but they take an ordinary company truck which has no blankets to protect the furniture and when furniture get to destination it is not in the best condition.

13th Paragraph

Mr. Calvert: That is being done.

Mr. Holmes: I know they do it in some districts but do not know if that is the policy of the company.

Mr. Edgell: Has not been uniform.

Mr. Holmes: The thought back of this was, here is a man's wife who has a regular time to prepare meals. If he is not going to be there she should not be inconvenienced in that way and she will not have to wait and disrupt her hours.

14th Paragraph

Mr. Calvert: Also same.

15th Paragraph

Mr. Calvert: A matter of determining what is being done in comparison.

Mr. Thompson: Do not do it now. There are three or four isolated cases.

Mr. Calvert: As a matter of fact, most people have a telephone for private use. All of us are subject to emergency calls.

Mr. Holmes: Some persons are called for trouble work.

16th Paragraph

Mr. Calvert: Now what is the idea there?

Mr. Holmes: Supposing five consecutive days are considered a working week and a man is off Tuesday and Wednesday and goes back to work Saturday, he would receive time and one-half the same as the regular crew.

Mr. Calvert: In other words, you take the case of Mr. Collins, he might be off Wednesday but if he came back

to work on Saturday he would be paid time and one-half.

Mr. Edgell: No, this is brought up in crews where more than one person is involved.

Mr. Calvert: This is more specific to line crews.

Mr. Holmes: This would conflict with their schedules.

17th Paragraph

Mr. Calvert: Same idea. Question there as to shift men.

ARTICLE IX.—*Wages and Salaries.*

Mr. Calvert: I take it we will pass this and go back.

ARTICLE X.—*Vacations.*

Mr. Calvert: }
Mr. Holmes: } Present schedule of vacations.

ARTICLE XI.—*Insurance.*

1st and 2nd Paragraphs

Mr. Calvert: What have you in mind as to this over and above what has been put into effect.

Mr. Holmes: The present thing, of course, the ones in effect, take injury and do not say anything about sickness. Now supposing a man is working on a line and through inclement weather contracts influenza.

Mr. Calvert: Supposing I go out and contract a case of flu or grippe and am sick, that would make the company a guarantor or an insurer for sickness. That is, if I contract this not in the course of employment.

Mr. Holmes: You mean it could be contracted somewhere outside of employment.

Mr. Calvert: Take an extreme case, suppose that I come down with tuberculosis.

Mr. Edgell: I think, Mr. Calvert, that this was brought up more by the hourly employees than monthly employees as you probably know the monthly employees get the certain amount.

Mr. Calvert: It is not that. It is not that amount nor that length of time. But that is what it has reference to, the question of time allowed for sickness.

Mr. Edgell: First week without any compensation and insurance. Plenty of times an employee is off three or

four days and if he ha a family that sets him back quite a while.

Mr. Calvert: We have our idea on that.

Mr. Holmes: This question of the first week has been brought up for years.

3rd Paragraph

Mr. Calvert: Have you given consideration if permitted to do this under law.

Mr. Holmes: There has been some question arise as to that. As far as I can see, it would be permissible. There are some still in effect.

Mr. Calvert: But the question is, does not your Social Security Act at the present time and the Old Age Pension Act, practically eliminate your right to do those things?

Mr. Denman: My understanding of the pension is that is O. K. with the government, you can carry your pension system and drop the Social Security but have to pay a certain percentage to Social Security. It can be done.

Mr. Calvert: This question of pension plan is a matter which, of course, would require very, very thorough investigation and very thorough consideration as to determine whether it could be done.

Mr. Thompson: Would it not be well to change the word "uncertain".

Mr. Holmes: What would you suggest? Make it more doubtful.

Mr. Denman: Make it "inadequate".

Mr. Calvert: Will receive consideration and discussion.

Mr. Calvert: Referring again to ARTICLE VI—*Classification*, what, if anything, have you further to offer in regard to the subject matter of this article?

Mr. Collins: At Twin Branch in the operating department we have men who are employed as firemen, also are capable turbine operators and condenser men. Then we have men who run just one of the three. We feel as though there should be a classification. A man who is capable of all three should have a higher classification than the man who can do only one.

Mr. Calvert: A classification broad enough to cover three.

Mr. Thompson: Two classifications.

Mr. Collins: The one should have a classification which is broad enough to handle all three jobs and one who can handle just one, to be classified according to abilities.

Mr. Denman: I do not know how it is handled now, but take the Meter Department, everyone is classed as a "meterman". They should have Power Testers, etc., etc. Those are only suggestions and can be worked out by company. Just to classify everybody as a meterman and if someone comes into the department and says he is a meter man they think he is just working there.

Mr. Edgell: At the time discussed, was it not brought up in different districts the fellows brought in different rates of pay for the same work? Classified as Power Tester in South Bend should be Power Tester in Buchanan or Benton Harbor.

Mr. Denman: That has happened on your . . . paying. Power tester, Class B, Meter man, etc., should receive same pay in all divisions.

Mr. Collins: That is one reason why we asked for classifications. Generally understood that in the operating department at Twin Branch that all men receive the same basis of pay although one man can do just one thing. Some do three and sometimes four things.

Mr. Edgell: In Distribution Department linemen are classed and no discussion there and pay is accordingly. Other departments not classified.

Mr. Holmes: Take men who service ranges. When they go they take along a helper and pay him the same rate as man who is doing other work. There is no justice in that. Should be some differential to get a more specific classification than a broad and general to work it down to take care of their various operations. Of course, specific rate basis should be cover all these classifications. Generally too broad classifications that men of different abilities are thrown in one class and given same pay.

Mr. Calvert: Is that a matter of classification or is it not rather a matter of determining a man's ability and

fixing his compensation upon ability? Not a matter of classification.

Mr. Denman: I rather think it refers to classification because then we might set a title—Class B, C, etc.

Mr. Calvert: What is running through my mind is this, take a situation where you might have a classification as a plumber. Generally speaking all plumbers are high class. But the problem is this, one man may be worth one-half as much as another.

Mr. Edgell: Classification would equalize that. If paying a higher rate of pay you would see who you are putting on that job.

Mr. Calvert: The mere fact that a man has a certain classification would not establish him as an operator or equal with another man of same classification.

Mr. Holmes: His classification range.

Mr. Collins: As a man advances, his pay to advance, but that is not done now.

Article IX

Wages and Salaries

Mr. Holmes: I heard some comment after this came out. The definite 15%. How about the man who is getting 50c and the man who is getting $1.00 an hour. How about the man getting a lower rate, say 50c, that would be an increase of 7½c and the other man 15c, an hour.

Mr. Calvert: These matters you have in here, working conditions, etc. Generally speaking your working conditions are satisfactory. There are certain instances where you might put your finger on it and turn your dial somewhere else but generally speaking, your working conditions are satisfactory to the employees.

Mr. Holmes: I suppose so unless you take classification.

Mr. Calvert: There is nothing particularly abhorent to the employee on account of working conditions. I am not going to discuss wages and salaries I do not think at this meeting we have today, only in certain general ways we will go into them. I want Mr. English to be present when their discussion comes up. That is why I asked whether the working conditions, generally speaking, are satisfactory, because that may not require much

discussion. There may be adjustments which we will have to consider but in gen ral, the question is going to boil itself down to a question of wages and salaries. Am I right there?

Mr. Holmes: I think so.

Mr. Calvert: I do not know your plan in regard to consideration of wages. Are you going to do that by departments? What is your thought there? How are you going to do this? For example, the Distribution Department—are the Distribution Department going to make a separate request or the Twin Branch Plant and Meter Department or what is your idea?

Mr. Denman: General blanket raise.

Mr. Holmes: Then in cases where they are underpaid, that would come up as a grievance later.

Mr. Calvert: That the discussion of wages and salaries at this meeting will be deferred until a later date at which time Mr. English may be present. In the meantime I will state that the company is making a careful check of its employees, determining certain classifications and determining the wage that is being paid at the present time. The company has also further investigated and determining the wage scale for like service which is being paid by other companies engaged in similar business. From the company's standpoint, of course, the company feels that it has been paying a reasonable wage, but this matter, with your consent will be laid over until a subsequent date.

Mr. Holmes: Do you know how soon we can meet again?

Mr. Calvert: As soon as Mr. English returns the matter will be brought up to him for meeting.

Mr. Holmes: Since several months have elapsed since this association was formed, if negotiations are allowed to drag indeterminately, it will contribute to more dissatisfaction arising among the men.

Mr. Collins: It might be surprising to you to know that a lot of men much more favorable to other organizations. If no action is received it will be a flop.

RESPONDENT'S EXHIBIT No. 25

October 18, 1937

Indiana & Michigan Electric Company will increase the pay of all monthly and hourly operating employees and office and clerical employees five cents (5c) per hour, except the following:

1. Employees receiving $300.00 or over per month.
2. Employees of Sales Promotion Department.
3. Special part-time employees, such as merchant police, etc.
4. Floating common labor employed for special jobs.
5. Employees whose classification rate of pay has been increased since May 1, 1937.
6. Special unproductive employees.

This increase in rate to be effective from and after November 1, 1937 and shall remain in force and effect until further notice.

RESPONDENT'S EXHIBIT No. 26

South Bend, Indiana.
October 29, 1937.

Mr. Thomas F. English,
Vice-President & General Manager,
Indiana & Michigan Electric Co.,
South Bend, Indiana.

Dear Sir:

The Michiana Electrical Utility Workers Association respectfully informs you, through the undersigned Committee, that your offer of October 18, 1937, granting an increase in pay, effective from and after November 1, 1937, to all monthly and hourly operating employees and office and clerical employees of 5c per hour and excepting the following:

1. Employees receiving $300.00 or over per month.
2. Employees of Sales Promotion Department.

3. Special part-time employees, such as merchant police, etc.
4. Floating common labor employed for special jobs.
5. Employees whose classification rate of pay has been increased since May 1, 1937.
6. Special unproductive employees;

is hereby accepted.

Respectfully yours,

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION,

By: George S. Holmes, Pres.
By: Taylor Edgell, Vice-Pres.
By: R. E. Denman, Secretary
By: Ray M. Collins, Treasurer

RESPONDENT'S EXHIBIT No. 27

November 10, 1937

Mr. William Voor
Associates Building
South Bend, Indiana

Dear Sir:

At a conference held with you a week or ten days ago, it was stated that Indiana & Michigan Electric Company would endeavor by the 15th of November, 1937, to submit tc the Michigan Electrical Utility Workers Association a Declaration of its policy in reference to working conditions and other matters pertaning to the relations of the Company and its employees.

Inasmuch as this Declaration involved certain questions it has been found necessary that such policies receive the conditions and other matters pertaining to the relations this Company. Since the promise of submission by the 15th was made to you it was ascertained that Mr. Geo. N. Tidd, the President of Indiana & Michigan Electric Company was not in the United States and that he will not

return until after the latter part of the month of November.

Further, a meeting of the Board of Directors of this Company is not scheduled until between the first and tenth of December at which meeting these matters will be discussed. We are reasonably certain that after this meeting we will be in a position to further bargain with the representatives of the Association.

Very truly yours,

(sgd) THOS. F. ENGLISH

TFE:RH

Copy

RESPONDENT'S EXHIBIT No. 28

VOOR, JACKSON & GRANT
COUNSELORS AT LAW
624-628 Associates Building
South Bend, Indiana

WILLIAM E. VOOR
WILLIAM O. JACKSON
ROBERT A. GRANT

TELEPHONE 4-3121

December 28, 1937

Indiana & Michigan Electric Company,
South Bend, Indiana.

Dear Sirs:

The Michiana Electrical Utility Workers Association wishes to acknowledge the receipt of several copies of your "Declaration of Policy", but because of its incomplete character, admittedly so in the declaration itself, it has been deemed advisable to request further expressions from you with reference to certain items.

First of all, the Association believes that the question of classification should be worked out as speedily as possible because the solution of this problem affects many

other important provisions of any agreement that might be arrived at between the Company and the Association.

Before any formal action, therefore, is taken by the Association upon your "Declaration of Policy", it is respectfully requested that the Company state its position on:

1. Classification.
2. Pensions.
3. Restricting employment to American Citizens.

Another item that has caused some dissension among the members of the Association was the fact that the increase in pay was not extended to the rural service representatives. We wonder if it would not be possible for the Company to grant the people in this classification the same increase that was given to the others.

The Association would welcome an expression from you with reference to the above enumerated items.

Respectfully yours,

YOOR, JACKSON & GRANT,
By: W. E. VOOR.

RESPONDENT'S EXHIBIT No. 30

South Bend, Indiana
March 22nd, 1938

Mr. Thos. F. English
Vice-President & General Manager
Indiana & Michigan Electric Company
South Bend, Indiana

Dear Sir:

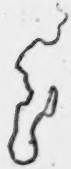
The Michiana Electrical Utility Workers Association hereby accepts the classification of employees as discussed and agreed to by the Michiana Electrical Utility Workers Association and Indiana & Michigan Electric Company.

A copy of the accepted plan of classification is attached hereto.

Respectfully yours,

MICHIANA ELECTRICAL UTILITY WORKERS ASSOCIATION,
By:

GEORGE S. HOLMES,
President
HAROLD E. LUDINGTON,
Vice President
T. R. EDGELL,
Secretary
RAY M. COLLINS,
Treasurer



Proceedings in the United States Circuit Court of Appeals
For the Sixth Circuit

No. 8844

United States Circuit Court of Appeals for the Sixth Circuit

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDIANA & MICHIGAN ELECTRIC COMPANY, RESPONDENT

On Petition For Enforcement of an Order of
The National Labor Relations Board

To the Honorable Judges of the United States Circuit Court of Appeals for the Sixth Circuit:

Petition of respondent to refer back to National Labor Relations Board, and order it to take additional evidence

The respondent, Indiana & Michigan Electric Company, respectfully petitions this Honorable Court to order that this cause be referred back to the National Labor Relations Board, and that it be ordered to take additional evidence, and says:

1. It refers to its Petition to reopen the case and receive further evidence filed before the National Labor Relations Board, as printed in the Record at pages 130 to 135, inclusive, and it makes all the statements contained in said Petition a part hereof, and says that the same are true.

2. That since the filing of said Petition the following persons named in said Petition, John R. Marks, Earl Freeman, and Frank Lung were convicted by a jury in the Elkhart Circuit Court at Elkhart of the crime described in (i) of said Petition, and that they have been sentenced by said court to the State Penitentiary of Indiana for terms from two to fourteen years; that Parrish Freeman and Lawrence Yax have pleaded guilty in the courts of Indiana to the commission of other of said crimes.

3. That in the trials arising out of said crimes it has been established that large sums of money, the exact amount of which is now unknown were procured and paid to said convicted persons for the commission of said crimes and to purchase dynamite to be used in the commission of the same. That a policeman of the City of South Bend, Indiana, will testify that said Marks stated to him that he

obtained all of said money from the Treasury of International Brotherhood of Electrical Workers Local B-9.

4. That from the time of the hearing in this case the Board and its agents have known that the charge filed by said Local B-9 before the Board to give it jurisdiction (R. 30-31) was not a good faith charge filed by a labor organization entitled to the benefits and privileges of the National Labor Relations Act, but instead it was part of an unlawful coercive campaign to require respondent to coerce its employees to become members of said Local B-9. That said Board knew the same because of the following facts, most of which have transpired since the hearing was concluded:

(a) A field examiner of the Board accompanied Boyle and Guy to South Bend, Indiana, to hold a conference with the officers of the respondent (R. 184); it is a fair inference that he knew their purpose.

(b) On December 2, 1938, while the hearing of evidence was about half completed and before any evidence other than the Board's had been received, the Trial Examiner, Tilford E. Dudley, asked to have a conference with the respondent's attorney, Eli F. Seebirt, at the noon recess; at this conference he suggested that the matter be settled by permitting the entry of an order to disestablish the Association: he was told of the dynamiting which took place on November 28, 1938, and the purpose of the perpetrators thereof; that the respondent was willing that its employees should join any labor union they might choose, but that the respondent did not intend to drive them into a union whose officials did not represent any legitimate purpose to serve the employees but were using the Act and Board only to promote their own selfish ends; that said Trial Examiner was informed of the practices and methods of said officials by references to the Atlantic Monthly, December 1938, p. 838, articles in the Chicago Tribune and Literary Digest, and the Record of the Seventh Circuit Court of Appeals (259 Fed. 803) that his reply was "Well, your company will be required some time to recognize B-9 and you might as well do it now."

(c) That on September 25, 1939, at the request of John N. Dorsey, Board's Attorney, respondent's attorney went to Washington, D. C., and held a conference with a Mr. VanArkle, another Attorney for the Board, who made the same request as to settlement of the case; he was informed of all the said acts of dynamiting and destruction of respondent's property which had occurred up to that time and that the officials of said Local B-9 were responsible for the same, and that it was a part of their coercive effort to make respondent surrender to their demands, and that they were using the Board only to promote their illegal purposes. That said VanArkle was told of the criminal acts and records of said officials; he was also informed that one of

the transmission lines, the destruction of which was attempted, served the Bendix Aviation Corporation, which had government contracts for supplying important parts of war planes.

(d) That on April 3, 1940, at the request of G. L. Patterson, Regional Director of the National Labor Relations Board, 13th Region, the respondent's attorney went to Chicago, Illinois, and held a conference with said Regional Director, who made the same request with reference to the settlement of the case; and he was informed of all the criminal acts set out in pages 131-2 of the Record, and also was informed of all the facts set forth in (a), (b) and (c) above. That said Patterson said he would report all that was said at the conference to the Board.

(e) That on August 28, 1940, one Weldon P. Monson, Litigation Attorney for the Board, went to South Bend, Indiana, at the Board's instance, and held a conference with respondent's attorneys, at which he made the same request with reference to the settlement of the case; that he was informed of all the facts set forth in (a), (b), (c) and (d) above. That said Monson said he would report all that was said at the conference to the Board.

That practically all of said acts and matters have happened since the hearing of evidence in this case; that if the case is reopened as herein prayed for respondent will be able to prove (a) that the Board's witnesses are of such character that they are not entitled to credit and belief, and (b) that this entire matter as presented by the complaint has no relation to the salutary purposes expressed in the National Labor Relations Act.

5. That as a further reason why this cause should be referred back to the National Labor Relations Board, this respondent says that almost three years have elapsed since the filing of the complaint herein by the Board; that the Board completed the taking of the evidence on December 9, 1938; that it has delayed almost three years in entering and seeking to enforce its order; that in the meantime the Michiana Electrical Utility Workers Association has been the bargaining agent of respondent's employees; that collective bargaining between the said Association and the respondent has resulted in the execution of several contracts, the settlement of many grievances, increases in wages, and the adjustment of many matters, all of which has been done in pursuance to the provisions of the National Labor Relations Act. That this Court should not act upon a stale record, but by its order should require the Board to present the facts as to the operation and administration of said Association since 1938.

Wherefore, this respondent prays that the Court make an order referring the matter back to the National Labor Relations Board, and that it be ordered and directed to take further evidence, that it be

ordered to issue subpoenas for witnesses and for the production of books, records and papers, and for the production of evidence bearing upon the matters set forth in the Petition filed before the Board, and set forth in this Petition.

Respectfully submitted.

INDIANA & MICHIGAN ELECTRIC COMPANY,
Respondent,

By ——— ———,
Its Attorney.

STATE OF INDIANA,
St. Joseph County, ss:

Eli F. Seebirt being duly sworn upon his oath deposes and says that he executed the foregoing Petition and that the facts therein stated are true.

In witness whereof, he has hereunto set his hand this ---------- day of July, 1941.

——— ———.

Subscribed and sworn to before me, a notary public, in and for said county and state this ---------- day of July, 1941.

———,
Notary Public.

My commission expires ----------

In the United States Circuit Court of Appeals for the Sixth Circuit

No. 8844

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDIANA & MICHIGAN ELECTRIC COMPANY, PETITIONER

On Petition for the Enforcement of an Order of the National Labor Relations Board

REPLY BRIEF OF THE NATIONAL LABOR RELATIONS BOARD AND OPPOSITION TO PETITION OF RESPONDENT TO REMAND CASE TO BOARD

Respondent in its brief asserts denial of a fair hearing and challenges the sufficiency of the evidence to support certain findings of the Board. Respondent, in addition, has filed a petition with this Court to remand the case to the Board for additional evidence. We discuss herein respondent's contentions regarding the adequacy of the hearing and the sufficiency of the evidence, as well as our opposition to respondent's petition to remand.

ARGUMENT

I. Respondent received a full and fair hearing.[1]

Respondent asserts that the "Trial Examiner conducted the hearing in such a biased and partisan manner that respondent was denied due process of law." (Resp. Br. p. 18.) Its chief complaint appears to be that the Examiner's questions regarding the activities of certain supervisors in the Association consumed more pages of the transcript than did the examination by Board's counsel (Resp. Br. p. 19). But there was nothing in the Examiner's questioning which displayed a partisan attitude toward the Board; on the contrary, his interrogation, as the record will show, was carried on in the proper discharge of his duty to see that a full and clear record was made, and throughout the hearing he displayed a fair and tolerant attitude toward all participants. "It is the function of an Examiner, just as it is the recognized function of a trial judge, to see that the facts are clearly and fully developed. He is not required to sit idly by and permit a confused or meaningless record to be made." Bethlehem Steel Co. v. National Labor Relations Board, decided May 12, 1941 (Ct. App. D. C.). Cf. National Labor Relations Board v. Ford Motor Co., 114 F. (2d) 905, 908, 909 (C. C. A. 6); National Labor Relations Board v. Air Associates, decided July 9, 1941 (C. C. A. 2).[2]

---

[1] Respondent contends that the Board's order requiring it to cease giving effect to its contract with the Association is void because the Association was not a party (Resp. Br., pp. 9–14). Since the Association was found to be company-dominated, this contention is entirely without merit. National Labor Relations Board v. Pennsylvania Greyhound Lines, Inc., 303 U. S. 261; National Labor Relations Board v. National Licorice Co., 309 U. S. 350; National Labor Relations Board v. Stackpole Carbon Co., 105 F. (2d) 167 (C. C. A. 3), cert. den., 308 U. S. 605; Cudahy Packing Co. v. National Labor Relations Board, 116 F. (2d) 367 (C. C. A. 8). Nor is there any substance in the assertion that respondent was improperly denied a continuance at the opening of the hearing. The Trial Examiner gave respondent's counsel every opportunity to request more time whenever his case might require it (R. 176); respondent did not take advantage of the opportunity and does not indicate in its brief how it was prejudiced by the Examiner's ruling. Berkshire Knitting Mills v. National Labor Relations Board, decided June 19, 1941 (C. C. A. 3); National Labor Relations Board v. American Potash & Chemical Co., 98 F. (2d) 488, 492 (C. C. A. 9), cert. denied, 306 U. S. 643. Both witnesses, on the ground of whose absence the initial continuance was sought, were present when the hearing opened (R. 173; Tr. 21). Equally unmeritorious is the claim that the complaint was not adequately specific to apprise respondent of the charges against it. Not only was the complaint, as amended (R. 376), sufficiently definite but all issues (including the issue of surveillance, R. 187–188, 480–481) were fully litigated. Respondent makes no claim of surprise or of lack of opportunity to meet all issues upon which the Board made findings. National Labor Relations Board v. Piqua Munising Wood Products Co., 109 F. (2d) 552, 557 (C. C. A. 6); Consumers Power Co. v. National Labor Relations Board, 113 F. (2d) 38, 41 (C. C. A. 6); National Labor Relations Board v. Remington Rand, Inc., 94 F. (2d) 862, 873 (C. C. A. 2), cert. den., 304 U. S. 576; National Labor Relations Board v. Yale & Towne Mfg. Co., 114 F. (2d) 376, 379 (C. C. A. 2); National Labor Relations Board v. Pacific Gas & Electric Co., 118 F. (2d) 780, 788, 789 (C. C. A. 3).

[2] Other examples of alleged prejudicial conduct cited in respondent's brief reveal a studied effort to make out a case of error where none exists. An example is the assertion of bias because the Examiner requested the preparation of a personnel chart (Resp. Exh. No. 32, not printed). The record shows that on the final day of the hearing, after no less than 25 witnesses had testified regarding respondent's supervisory structure, the examiner, in an off-the-record conference, suggested to respondent's counsel that respondent prepare a chart of employees and department heads (R. 617). This chart was supplementary to a personnel chart for respondent's transmission and distribution department which respondent itself had previously introduced in evidence (Resp. Exh. No. 17, not printed; R. 460, 463–464; Tr. 1798, 1799). Respondent's counsel readily agreed to the preparation of the second chart (R. 617). It is difficult to believe that respondent is serious in charging bias because the examiner followed its lead in employing

Moreover, and this is conclusive, respondent makes no claim that it was prevented from developing fully its defenses to the charges against it; it alleges no intimidation of witnesses, nor does it point to any evidence on its behalf which was excluded. Inasmuch as the decision of which respondent complains was that of the Board and not the Trial Examiner, any error on the part of the latter, even had it been shown to have occurred, is irrelevant in the absence of "material prejudice." National Labor Relations Board v. Ford Motor Co., 114 F. (2d) 905, 908–909 (C. C. A. 6), cert. denied, 61 S. Ct. 621. "A harmless error is a blank cartridge." National Labor Relations Board v. Air Associates, decided July 9, 1941 (C. C. A. 2).

II. The Board's findings are supported by substantial evidence.

1. Surveillance

Respondent's objection to the Board's finding on this issue (Resp. Br., pp. 37–40) is apparently based on a misunderstanding of the nature of the finding. The Board found that two of respondent's high-ranking supervisors engaged in open surveillance of a Brotherhood meeting, not in secret espionage, as respondent's brief implies. Respondent's contention that the facts do not support a finding of secret spying and the cases it cites in support thereof (Resp. Br., pp. 38–39) are obviously immaterial, since the Board made no such finding.[3]

In our main brief (pp. 4–5) we discuss the validity of the Board's finding that the activities of Livelsberger and Carlton coerced the employees in the exercise of their rights under the Act. Scrutiny of union activities by employer representatives has open as well as secret purposes. In addition to the cases cited in our main brief, see National Labor Relations Board v. West Kentucky Coal Co., 116 F. (2d) 816, 820 (C. C. A. 6), where union organizers were followed by company guards in a conspicuously colored truck. See also F. W. Woolworth Co. v. National Labor Relations Board, decided July 2, 1941 (C. C. A. 2); National Labor Relations Board v. The Federbush Co., decided July 18, 1941 (C. C. A. 2). In the instant case, two highly placed supervisors, invited to the union meeting, declined the

---

an expeditious means of clarifying the testimony. Specific questions of the examiner, of which complaint is made, reveal entirely proper, and even necessary, efforts to clarify testimony which was not clear. (See, e. g., R. 442; Tr. 656–658; R. 515, 519, 525–526, 539, 721; Tr. 643–644). The charge that the examiner improperly interrupted witnesses is unsupported by record references.

[3] The cases of Ohio Power Co. v. National Labor Relations Board, 115 F. (2d) 839 (C. C. A. 6); National Labor Relations Board v. Botany Worsted Mills, 106 F. (2d) 263 (C. C. A. 3); and National Labor Relations Board v. Mathieson Alkali Works, 114 F. (2d) 796 (C. C. A. 4) (cited by respondent at pp. 38 and 39 of its brief), deal with charges of secret espionage on the part of the employer and so are not in point. In the case of National Labor Relations Board v. National Motor Bearing Co., 105 F. (2d) 652 (C. C. A. 9), the Court declined to uphold the Board's order that the employer cease and desist from surveillance only because the Board had failed to find "that the recited activity was a violation of any of the provisions of Section 8 of the Act." This essential finding was made by the Board in the instant case (R. 143).

invitation, but stationed themselves conspicuously outside the meeting hall, for the admitted purpose of ascertaining who might be in attendance. That this conduct was normally calculated to convey to the employees the hostile interest of the management in their organizing activities would seem to be self-evident. At the least, the Board's finding to that effect cannot be deemed arbitrary or unreasonable.

2. The Association

We shall not repeat our argument showing company-domination of the Association in violation of Section 8 (2), other than to answer briefly respondent's attempt to explain away the vitally significant facts of the formation and guidance of the Association by a large number of respondent's supervisors of every rank. The Board found that more than 40 supervisory employees either were members of the Association or had promoted its campaign. In its exceptions to the Intermediate Report, respondent admitted that 32 supervisory employees were members of or active in the Association (R. 110, 111).

Respondent now attempts to cut the figure further by asserting that many of these supervisors merely signed application cards and did not perfect their membership, and that the admitted pro-Association activities of others had no effect on a few named nonsupervisory employees. Significantly, respondent admits that General Line Foreman Livelsberger, whose high position in the factory heirarchy is unquestioned, aided the Association's campaign by procuring a membership card (Resp. Br., p. 45); that five supervisors aided in the collection of dues (ibid., p. 53); that nine assisted in the membership campaign (ibid., pp. 53–54); and that four, including Carlton and Edgell, whose positions were substantially above those of line foremen (Board's brief, p. 16) joined and remained active in the Association (Resp. Br., p. 62).

In view of these admissions, respondent's challenge of the Board's findings that some 17 other named employees are supervisory employees and that 21 supervisors joined the Association (Resp. Br. pp. 58–63) scarcely merits attention. The Board's findings with respect to these persons, however, are fully supported; if the Court should desire detailed record references on the positions and Association membership of these individuals, we respectfully refer it to the Appendix attached to this brief (infra, p. 14).[4]

Secondly, respondent seeks to avoid the effect of the organization, promotion, and direction of the Association by supervisors with the

[4] Respondent complains that in ascribing Association membership to certain supervisors the Board in some instances relied on the Association membership list (R. 738–785). The accuracy of this list was not challenged at the hearing, nor did respondent object to its introduction in evidence (R. 226–227).

bold assertion that these supervisors (including not only the 29 line foremen, but many of higher rank) were acting without the knowledge or consent of the management. This attempt to divorce "management" from "management representatives" is clearly foreclosed by the decisions cited in our main brief (p. 16) and by the facts of this case. The formation of the Association was admittedly instigated by a line foreman, Harter (R. 512–516). Harter testified that he sought the active aid of other foremen because the "men look to the foreman as a leader" and "more or less respect your foreman" (R. 515, 516). Thus, the founder of the Association was aware of and consciously acted upon the principle recognized by the Supreme Court, but ignored by respondent, that foremen are "in a strategic position to translate to their subordinates the policies and desires of the management." International Association of Machinists v. National Labor Relations Board, 311 U. S. 72, 80. From the activity which followed Harter's initial steps, including participation in the Association by over 40 supervisors, and active direction of the Association by a number of highly placed key supervisors, the Board was compelled to conclude that "the employees would have just cause to believe that solicitors professedly for a labor organization were acting for and on behalf of the management." (Machinists case, supra, at p. 80.) To argue, as does respondent, that this test is not met because at most three line foremen were members of the Brotherhood is, we submit, fantastic (See our main brief, p. 17, note 14).[*]

"Neither the principles of agency nor the doctrine of respondeat superior [upon which tenets respondent apparently relies] are applicable," this court has declared, "where the consequences of such acts [of supervisory employees] is employee fear of reprisals if the inside union is not supported." Atlas Underwear Co. v. National Labor Relations Board, 116 F. (2d) 1020, 1022–1023. In National Labor Relations Board v. Moench Tanning Co., decided July 17, 1941 (C. C. A. 2) the Court declared that "interference by [supervisory] employees with the rights guaranteed by Section 7 is legally the equivalent of interference by the employer himself." See also National Labor Relations Board v. Moore-Lowry Flour Mills Co., decided July 17, 1941 (C. C. A. 10); National Labor Relations Board v. Chicago Apparatus Co., 116 F. (2d) 753, 767 (C. C. A. 7); National

[*] In National Labor Relations Board v. Pacific Gas & Electric Co., 118 F. (2d) 780, 788 (C. C. A. 9), the Court stated: "Respondent argues that these statements were made by men eligible for membership in the various unions and merely made the statements in their own interests in order to obtain members for the particular union of their choice. While we think a reasonable man could reach that conclusion, we also believe that a reasonable man could conclude, as the Board did, that such statements interfered with the rights of respondent's employees."

Labor Relations Board v. Pacific Gas & Electric Co., 118 F. (2d) 780, 787–788 (C. C. A. 9).*

OPPOSITION TO PETITION OF RESPONDENT TO REMAND CASE TO BOARD

Respondent has petitioned the Court for an order remanding the case to the Board to take evidence concerning alleged misconduct of certain officers and members of the Brotherhood. Prior to the issuance of the Board's decision, respondent petitioned the Board to reopen the record to receive similar evidence (R. 130–135); the Board denied its petition on the ground that "the matters recited therein have no relation to the issues in this proceeding" (R. 139). In addition to its present attempt to adduce this evidence, respondent asserts in its brief that the Board erred in denying its petition (Resp. Br. pp. 14–17).

The facts alleged in the petition to the Board were as follows (R. 130–135): that after the hearing in the case, various crimes against respondent's property were committed; that certain members of the Brotherhood (one of whom was employed by respondent) signed confessions implicating themselves and the officers of the Brotherhood in the crimes; and that such persons were in jail pending criminal proceedings. The petition filed with this Court adds to the foregoing that 3 members of the Brotherhood (one of whom had been employed by respondent) were convicted of one of the crimes referred to in respondent's petition to the Board and are now confined in the Indiana State Penitentiary and that in the trials of such persons there was evidence that money used in the perpetration of the crime was obtained from the Brotherhood treasury. Respondent seeks to adduce evidence in support of these assertions for the purpose of (1) showing that the Brotherhood is not a bona fide labor organization and therefore the charge it filed with the Board "has no relation to the salutary purposes expressed in the National Labor

---

*The Pacific Gas & Electric case fully answers respondent's argument (Resp. Br., pp. 64–68) that the leading Supreme Court cases are inapplicable because of the absence here of certain factors such as a long past history of antiunion conduct. The Court said (118 F. (2d) at 787–788):

"* * * the Board may consider a number of factors, some of which are: the actual authority of the supervisory employees and whether 'they were in a strategic position to translate to their subordinates the policies and desires of the management'; the employer's previous union attitude; favoritism of the employer; and failure of the employer, upon being informed of the acts and deeds of the supervisory officials, to renounce such acts and deeds and to announce its impartiality. It is unnecessary that all factors be present in each case, for one or more may be sufficient to authorize the inference. * * * The Board found that 'the important consideration is that the various supervisory employees whose actions are in question did, in fact, hold positions with the respondent which gave them certain powers of direction over other employees, who identify them with the management.' * * * Under the circumstances, the Board could, and properly did, hold respondent responsible for the acts and deeds of the supervisory employees."

Relations Act"; and (2) impeaching the credibility of certain Board witnesses who testified at the hearing.

We submit that the Board properly denied respondent's petition and that the present petition now before the Court should likewise be denied. Assuming, as respondent asserts, that a further hearing would establish all its charges against the named members of the Brotherhood, still no ground would be presented for setting aside the Board's order requiring respondent to cease and desist from violating Section 8 (1) and (2) and to take appropriate affirmative action to redress these unfair labor practices. The Board is administering a public statute, not an act for the redress of private wrongs. Amalgamated Utility Workers v. Consolidated Edison Co., 309 U. S. 261, 265; International Association of Machinists v. National Labor Relations Board, 311 U. S. 72, 80; Agwilines, Inc. v. National Labor Relations Board, 87 F. (2d) 146, 150–151 (C. C. A. 5); Woolworth Co. v. National Labor Relations Board, decided July 2, 1941 (C. C. A. 2). Once its jurisdiction is invoked, it must proceed with its statutory duty to prevent conduct found by Congress to be inimical to the public interest. Obviously, misconduct of the Brotherhood does not relieve the Board from performing its statutory duty of preventing unfair labor practices on the part of respondent. National Labor Relations Board v. Remington Rand, Inc., 94 F. (2d) 862, 873 (C. C. A. 2), cert. den., 304 U. S. 576; International Association of Machinists v. National Labor Relations Board, 110 F. (2d) 29, 39 (Ct. App. D. C.), aff'd 311 U. S. 72. Cf. National Labor Relations Board v. Carlisle Lumber Co., 94 F. (2d) 138, 146 (C. C. A. 9); National Labor Relations Board v. Reed & Prince Mfg. Co., 118 F. (2d) 874, 885 (C. C. A. 1).[1]

Respondent's further claim that the evidence it seeks to adduce would impeach the credibility of Board witnesses requires but brief consideration. As the Third Circuit stated of a similar contention in the case of National Labor Relations Board v. J. S. Popper, Inc., 113 F. (2d) 602, 604, such "evidence would go solely to the issue of * * * credibility and not to any fact in issue in the case." Since the credibility of the Board's witnesses was tested on cross-examination and respondent had full opportunity to introduce contradictory testimony the evidence it now seeks to adduce "would be merely cumulative and upon a collateral point." Popper case, supra, at p. 604. In any event, only two persons alleged by respondents to have been

[1] Nor is there any substance to respondent's apparent claim that the Brotherhood was not the type of labor organization which could invoke the jurisdiction of the Board. Even giving full weight to respondent's charges against the Brotherhood, and assuming that those charges had been made when the proceedings were first instituted instead of at their conclusion, there is nothing in the Act which bars such an organization from filing charges with the Board; any "person" (broadly defined in Section 2 (1) of the Act) may file charges of unfair labor practices.

implicated in criminal conduct testified at the hearing (Marks and E. Freeman). It is apparent from the Board's decision that the findings of unfair labor practices were not based in any respect upon the testimony of these persons.

We respectfully submit that respondent's petition to adduce the evidence discussed above should be denied.

CONCLUSION

The Board's order is valid and proper and should be enforced. Respondent's petition to refer the case back to the Board should be denied.

Respectfully submitted,

ROBERT B. WATTS,
General Counsel,
LAURENCE A. KNAPP,
Associate General Counsel,
ERNEST A. GROSS,
Assistant General Counsel,
RICHARD C. BARRETT,
MARGARET HOLMES MCDOWELL,
Attorneys,
National Labor Relations Board.

Appendix

Respondent's claim that the evidence does not support the Board's finding that 21 supervisors joined the Association is without merit. There follows a list of these persons, with record references to the evidence which supports the Board's finding that they were members: E. Brewer (R. 743); H. Wittmack (R. 784); O. Smith, (R. 777); E. Brubaker (R. 743); J. Stoudt (R. 779); E. Thomas (R. 780); W. Wright (R. 784); H. Thornton (R. 780); R. Chambers (R. 745); G. Thibedeau (R. 780); F. Rikert (R. 773); C. Rayhorn (R. 772); C. Myers (R. 769); M. Mowery (R. 768); B. Lossee (R. 764); R. Humberger (R. 759); D. Howe (R. 759); Q. Jefferson (R. 760); E. Kreimer (R. 762); J. Webb (R. 762); and R. Brown (R. 743).

Respondent's claim that the evidence does not support the Boards finding that 17 persons were supervisors is without merit. There follows a list of these persons, with record references to the evidence which supports the Board's findings: District Distribution Engineers John Stoudt, Emmett Thomas, and Ward Wright (Resp. Exh. 17; R. 451–453, 460, 465); Foremen H. Thornton (Resp. Exh. 17; Tr. 1304), R. Chambers (Resp. Exh. 17; R. 455, 457), G. Thibideau (R. 780), Fred Rikert (Resp. Exh. 17; R. 456), Charles Rayhorn (Resp.

Exh. 17), C. Myers (R. 769), M. E. Mowery (Resp. Exh. 17); Ben Lossee (R. 764), Ray Humberger (R. 759), D. Howe (Resp. Exh. 17; R. 455), O. E. Jefferson (R. 760), Ray Landon (R. 763), R. E. Denman (Resp. Exh. 17; R. 468–469).

Order on petition to adduce additional evidence

Entered October 17, 1941

It is ordered that the petition of respondent to refer this case back to the National Labor Relations Board and order it to take additional evidence be and the same is passed until the hearing on the merits.

Motion to intervene by the Michiana Electrical Utility Workers Association

Filed November 4, 1941

The Michiana Electrical Utility Workers Association moves for leave to intervene as a respondent herein in order to assert the defenses set forth in its proposed intervening petition, of which a copy is hereto annexed, on the ground that this action is brought for enforcement of the order by the National Labor Relations Board disestablishing applicant as a labor organization within the meaning of the National Labor Relations Act and restricting the respondent herein from giving any effect to applicant's collective bargaining contract with said respondent; that the applicant was not made a party to the proceedings before the National Labor Relations Board, had no notice of said proceedings and was not given an opportunity to be heard at said proceedings.

Intervening petition of Michiana Electrical Utility Workers Association

Tendered November 13, 1941, at the hearing

This petitioner respectfully represents and shows to the Court that it is interested in the above entitled cause of action, and is entiled to be admitted as an intervener thereto in this:

1. That as this petitioner is informed and believes, said suit and cause of action is brought by the petitioner, National Labor Relations Board, pursuant to the National Labor Relations Act (Act of July 5, 1935, 49 Stat., 449c, 372, 29, U. S. C., Section 151 Et. Seq.), for the enforcement of its order against respondent, Indiana & Michigan Electric Company, and its officers, agents, successors and assigns and

that the proceding resulting in said order is known upon the records of the petitioner, National Labor Relations Board, as "In The Matter of Indiana & Michigan Electric Company and International Brotherhood of Electrical Workers, Local B-9, Case No. C-1335."

2. That this petitioner is known as "The Michiana Electrical Utility Workers Association," and is a duly organized labor organization as provided under and within the meaning of Sections 2 (4), 2 (5), and 7 of the National Labor Relations Act, 29 U. S. C. A. Sections 152 (4, 5,) 157, comprising a membership of approximately Seven Hundred Fifty (750) employees with the purpose to provide an organization through which the members as employees can bargain collectively and enter into agreements with respondent in the above entitled cause of action, regarding hours of work, working conditions, vacations, seniority rights, and other matters of mutual interest; that during the tenure of this petitioner's existence it has obtained the following benefits of mutual interest to all of its members as employees of respondent herein:

(a) Collective bargaining contract with respondent herein.
(b) Classification of all employees by the respondent herein.
(c) Seniority rights.
(d) Wage increases.
(e) Reduction of working hours of certain classes of employees.
(f) Improved vacation privileges.
(g) Numerous grievances of employees adjusted.

3. That this petitioner was not made a party to the proceedings before the petitioner, National Labor Relations Board, said proceedings having resulted in said order now before this Court; that this petitioner received no notice of said proceeding and received no hearing.

4. That this petitioner is affected by the following paragraphs of petitioner, National Labor Relations Board's order, to wit:

"1. Cease and desist from:

"(b) Recognizing Michiana Electrical Utility Workers Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

"(c) Giving effect to any agreement which it may have entered into with Michiana Electrical Utility Workers Association with respect to rates of pay, wages, hours of employment, or other conditions of work;

"2. (a) Withdraw all recognition from Michiana Electrical Utility Workers Association as the representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or condi-

tions of work, and completely disestablish Michiana Electrical Utility Workers Association as such representative;

"(b) Post immediately and in conspicuous places in each operating division of the respondent's utility system, and maintain for a period of at least Sixty (60) days, notices, stating: (1) That the respondent will cease and desist as provided in paragraphs 1 (a), (b), (c), and (d), of this order; (2) That the respondent withdraws all recognition from Michiana Electrical Utility Workers Association, as representative of any of its employees, completely disestablishes it as such representative, and gives no further effect to any agreement with said association in respect to rates of pay, wages, hours of employment, or other conditions of work;"

5. That the aforesaid paragraphs of petitioner, National Labor Relations Board's said order affect this petitioner's contract with respondent, Indiana & Michigan Electric Company, dated the 5th day of February 1938. Said contract having been renewed or renegotiated with certain changes and modifications each year on the date of expiration thereof, and is now in full force and effect.

6. That the aforesaid paragraphs of petitioner, National Labor Relations Board's said order, affect this petitioner's rights under Sections 2 (4), 2 (5), and 7 of the National Labor Relations Act; 29 U. S. C. A., Sections 152 (4, 5), 157.

7. This petitioner would further show the Court that it is entitled to be admitted as a party in the above entitled cause of action in order that it may protect its civil liberty freely to contract and to have the benefit of the contract until it is held illegal by a competent tribunal after it has had notice and the opportunity of a full and fair hearing, protected by the due process clause of the fifth amendment of the Constitution.

Wherefore, this petitioner prays that it may be permitted to intervene in the above entitled cause of action, and that it may be heard herein as intervener, and for all other proper relief.

Cause argued and submitted

November 13, 1941

Before SIMONS, HAMILTON, and MARTIN, JJ.

This cause is argued by M. Kollender for Petitioner, by Murray Seasongood and Eli F. Seebirt for Respondent, and by William E. Voor for Michiana Electrical Utility Workers Association on application to intervene, and this cause is submitted to the court.

Decree

Entered December 12, 1941

On Petition for Enforcement of an Order of the National Labor Relations Board.

This cause came on to be heard on the transcript of the record from the National Labor Relations Board, and was argued by counsel.

On Consideration Whereof, it is now here ordered, adjudged and decreed by this court that pursuant to provisions of Section 10 (e) of the Act this cause is remanded to the Board with directions to hear and consider such additional evidence as may be tendered by the parties relating to the destruction of respondent's property by the International Brotherhood of Electrical Workers, Local B-9, or its agents or representatives.

The Board is directed to make appropriate findings in the light of such evidence and to make such evidence a part of the transcript herein and the Board is also authorized to make such modification, if any, in its present order as the additional evidence may require.

Opinion

Filed December 12, 1941

Motion of the National Labor Relations Board for leave to file petition for rehearing and to recall the Court's mandate, and petition of the National Labor Relations Board for rehearing

Filed February 19, 1942

No. 8844

United States Circuit Court of Appeals Sixth Circuit

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDIANA & MICHIGAN ELECTRIC COMPANY, RESPONDENT

On petition for enforcement of an order of the National Labor Relations Board

Decided December 12, 1941

Before SIMONS, HAMILTON, and MARTIN, *Circuit Judges*

HAMILTON, Circuit Judge. This case is before the court on petition of the National Labor Relations Board for enforcement of its order

issued against respondent pursuant to Section 10 (c) of the National Labor Relations Act [49 Stat. 449, 29 U. S. C. A., Supp. V, Sec. 160 (c) et seq.]. The jurisdiction of the court rests on Section 10 (e) of the Act [49 Stat. 453, 29 U. S. C. A., Supp. V, Sec. 160 (e) et seq.].

On November 12, 1938, the International Brotherhood of Electrical Workers, Local B-9, an affiliate of the American Federation of Labor, filed with the Board against the respondent a charge of unfair labor practices within the meaning of Section 8 (1) (2) (3) of the Act. It was alleged in the charge that respondent had, through its officers and agents, questioned its employees in regard to their union affiliation and warned them against activities on behalf of, and discouraged membership in, unions of outside affiliations. It also charged that the respondent, through its officers and agents, had aided in the formation, sponsored, contributed financial support and had interfered with, a labor organization of its employees known as the Michiana Utility Workers Association. The Board, on November 12, 1938, issued its complaint against respondent, charging it with a violation of Section 8 (2) of the Act, by initiating, fostering, and promoting among its employees the labor organization referred to in the charge.

It was further charged in the complaint that the respondent had, since May 1, 1937, down to and including the date the complaint was filed, coerced its employees to join and pay dues to the workers' association and that it was continuing to support financially and dominate this association.

Respondent resists enforcement of the Board's order on six grounds, (1) lack of jurisdiction by the court, (2) absence of necessary and proper par[illegible]trial of respondent's motion before the Board to reopen the proceedings for further proof, (4) bias and prejudice of the trial examiner, (5) absence of findings of ultimate facts, (6) lack of substantial evidence to support Board's order.

Respondent is an Indiana corporation with its principal place of business at South Bend, Indiana, and is engaged in the generation, transmission, distribution, and sale of electrical energy, and is also engaged in the purchase and sale of electrical appliances in the States of Indiana and Michigan. As a part of its business, respondent owns and operates hydroelectric generating stations, steam turbine plants and transmission and distribution lines in Michigan and Indiana.

The unfair labor practices found by the Board occurred in the State of Indiana. Some of the minor incidents which the Board found culminated in the organization of the employees' association occurred in the State of Michigan. Section 10 (e) of the Act empowers the Board to petition any Circuit Court of Appeals within any circuit

wherein the unfair labor practice in question occurred or wherein such person resides or transacts business, for enforcement of its orders.

The respondent urges that we should decline jurisdiction in the interest of justice under the doctrine of "forum non conveniens." See Canada Malting Company v. Paterson Company, 285 U. S. 413, 423.

Venue, under the National Labor Relations Act, is wholly a matter for the Congress. It is manifest from the statute in question that the Congress has conferred jurisdiction on the Circuit Court of Appeals wherever the employer found guilty of unfair labor practices transacts business. It is conceded that respondent is carrying on business within the territorial limits of this court. Eastman Company v. Southern Photo Company, 273 U. S. 359, 373.

Our jurisdiction of the present case cannot be declined or renounced, even though it may appear preferable that the cause should have been brought in another jurisdiction authorized by the statute. National Labor Relations Board v. Friedman-Harry Marks Clothing Company, 83 F. (2d) 731 (C. C. A. 2).

The Board found respondent had violated Section 8 (1), (2) of the Act. The facts constituting the violation were found to be that the respondent, through the activity of a large number of its supervisory employees and officials, had set up and fostered among its employees, the Michiana Electric Utility Workers Association, the organization of which defeated the genuine self-organization of respondent's employees and that respondent presently contributed to the financial support of the association, and dominated its affairs. It also found that the respondent had entered into a written bargaining contract with the association, and in its order directed respondent to cease giving effect to this contract, and to withdraw all recognition from and completely disestablish the association as the collective bargaining representative of its employees and to post appropriate notices.

The association was not made a party to the proceedings before the Board, but has filed in this action a motion to intervene. Respondent insists that the Board's order is void, because of the absence of the association as a party in the proceedings before the Board. Inherently, the questioned contract was free from unfair labor practices and was of the substance usually found in collective bargaining agreements.

Section 10 (b) of the Act [49 Stat. 453, 29 U. S. C. A., Supp. V, Sec. 160 (b), et seq.] provides "in the discretion of the member, agent or agency conducting the hearing, or the Board, any other person may be allowed to intervene in said proceedings and to present testimony." The respondent and the association insist that the Board

abused its statutory discretion in failing to make the Michiana Electric Utility Workers Association a party, and they urge on us that, in the interest of fair play, the order of the Board should be set aside and the cause remanded to the Board with directions to permit the association to introduce further proof and cross examine the Board's witnesses. The issue raised is not free from doubt.

In the case of National Labor Relations Board v. Greyhound Lines, 303 U. S. 261, 271, the charge of unfair labor practice was based on the fact that the employer had created and fostered a labor organization of its employes and had dominated its administration. The Board's order required the employer to withdraw recognition from the employee organization as employee representative. The facts showed that before the enactment of the National Labor Relations Act, the Greyhound Lines initiated a project for the organization of its employees under company domination. Its executive officers were active in promoting the plan and in urging employees to join, and aided in the details of organization and in selection of employee representatives of the organization. Under the by-laws and regulations, all motorbus operators, maintenance men and clerical employees, after three months' service, automatically became members of the association and only employees were eligible to act as employee representatives. No provisions were made for regular meetings or methods outlined for dissemination of information. Grievances were to be taken up with regional committees, with final review by a joint Reviewing Committee composed of an equal number of regional chairmen and management representatives, but to obtain such review the controversy must have been by joint submission of employee and management representatives. The by-laws could not be changed except by a two-thirds vote of the Joint Reviewing Committee composed of equal numbers of employer and employee representatives. No dues were paid, and all expenses were borne by the management. The Association functioned only to settle individual grievances. On one occasion, when the employees sought a wage increase, the company refused to join in submission to the Joint Reviewing Committee, which prevented submission. There, as here, respondent insisted that the Board's order was void because the Association was not made a party to the proceedings.

The court, in deciding that the absence of the Association was not fatal to the order, said:

"As the order did not run against the Association it is not entitled to notice and hearing. Its presence was not necessary in order to enable the Board to determine whether respondents had violated the statute or to make an appropriate order against them. See General

Investment Co. v. Lake Shore & M. S. Ry. Co., 260 U. S. 261, 285–286." 303 U. S. 271.

In the case of Consolidated Edison Company v. National Labor Relations Board, 305 U. S. 197, 239, the charge of unfair labor practice was based on the fact that the Consolidated Edison Company and its affiliates were interfering with the right of their employees to form, join or assist labor organizations of their own choosing and were contributing financial and other support to the International Brotherhood of Electrical Workers, an affiliate of the American Federation of Labor. The order directed the company to desist from lending aid or support to the International Brotherhood. The findings of the Board showed the company had entered into bargaining contracts with the Brotherhood on behalf of its employees and the Board found that these contracts were invalid and in its order required the Edison Company and its affiliates to desist from giving effect to the contracts.

The Brotherhood and its locals were not made parties to the proceedings before the Board, but petitioned the Circuit Court of Appeals for a review of the Board's order and there contended that they were indispensable parties and that, in the absence of legal notice to them or their appearance, the Board had no authority to invalidate the contracts. The Supreme Court, in holding that the order of the Board was void because of the absence of necessary parties, said:

"The Board contests this position, invoking our decision in National Labor Relations Board v. Pennsylvania Greyhound Lines, 303 U. S. 261. That case, however, is not apposite as there no question of contract between employer and employee was involved. The Board had found upon evidence that the employer had created and fostered the labor organization in question and dominated its administration in violation of § 8 (2). The statement that the 'Association' so formed and controlled was not entitled to notice and hearing was made in that relation. Id. pp. 262, 270, 271. It has no application to independent labor unions such as those before us. We think that the Brotherhood and its locals having valuable and beneficial interests in the contracts were entitled to notice and hearing before they could be set aside. Russell v. Clark's Executors, 7 Cranch, 69, 96; Mallow v. Hinde, 12 Wheat. 193, 198; Minnesota v. Northern Securities Co., 184 U. S. 199, 235; Garzot v. de Rubio, 209 U. S. 283, 297; General Investment Co. v. Lake Shore & M. S. Co., 260 U. S. 261, 285. The rule, which was applied in the cases cited to suits in equity, is not of a technical character but rests upon the plainest principle of justice, equally applicable here. See Mallow v. Hinde, supra." 305 U. S. 232, 233.

In National Licorice Company v. National Labor Relations Board, 309 U. S. 350, 366, the charge of unfair labor practice was based on

the fact that the National Licorice Company had entered into individual contracts with its employees wherein each had agreed not to strike or demand a closed shop, or sign an agreement with any union for collective bargaining and the agreement also provided for arbitration or mediation as to wages and hours and the propriety of an employee's discharge. The contracts were procured with the aid of a committee of employees which was created for that purpose and dominated by the employer. The committee thus selected thereafter retained no function other than that of joining the employer in the selection of an arbitrator. The order of the Board precluded the employer from deriving any benefit from the contracts and from carrying out any of their provisions. The National Licorice Company insisted the Board's order was void because the respective contract employees were not made parties to the proceeding. The court, in holding the employees were not necessary parties, said:

"The proceeding authorized to be taken by the Board under the National Labor Relations Act is not for the adjudication of private rights. Amalgamated Utility Workers v. Consolidated Edison Co., ante, p. 261; H. Rept. No. 1147, 74th Cong., 1st Sess. Committee on Labor, p. 24; cf. Federal Trade Commission v. Klesner, 280 U. S. 19. It has few of the indicia of a private litigation and makes no requirement for the presence in it of any private party other than the employer charged with an unfair labor practice. The Board acts in a public capacity to give effect to the declared public policy of the Act to eliminate and prevent obstructions to interstate commerce by encouraging collective bargaining and by protecting the 'exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment . . .' § 1. The immediate object of the proceeding is to prevent unfair labor practices which, as defined by §§ 7, 8, are practices tending to thwart the declared policy of the Act. To that end the Board is authorized to order the employer to desist from such practices, and by § 10 (c) it is given authority to take such affirmative remedial action as will effectuate the policies of the Act. National Labor Relations Board v. Pennsylvania Greyhound Lines, supra.

In a proceeding so narrowly restricted to the protection and enforcement of public rights, there is little scope or need for the traditional rules governing the joinder of parties in litigation determining private rights. Ordinarily where the rights involved in litigation arise upon a contract, courts refuse to adjudicate the rights of some of the parties to the contract if the others are not before it. Shields v. Barrow, 17 How. 130, 140; Carroll v. New York Life Ins. Co., 94 F. (2d) 333; cf. Waterman v. Canal-Louisiana Bank Co., 215 U. S. 33, 48.

Such a judgment or decree would be futile if rendered, since the contract rights asserted by those present in the litigation could neither be defined, aided nor enforced by a decree which did not bind those not present." 309 U. S. 362, 363.

As we view the three foregoing controlling decisions of the Supreme Court, none of which expressly overrules the other, the test to be applied as to whether the parties to bargaining contracts are necessary parties to a proceeding under the National Labor Relations Act is (1) if the facts show the right asserted by the Board is one arising solely out of the contract, the performance of which does not inherently result in a violation of the provisions of the Act, the beneficiaries of the contract or their representatives are necessary parties. (2) If the facts show that the contract is inherently unfair, or its performance will result in the continuance of unfair labor practices as defined in the Act, the beneficiaries of the contract or their representatives are not necessary parties, but may be made parties to the proceedings in the discretion of the Board.

In the Greyhound Lines and National Licorice cases, the facts found by the Board showed that the contracts were inherently unfair and their performance a continuing violation of the Act. Under these conditions the contracts were void ab initio. In the Edison Company case, the labor organization having the contract was independently established and was not under the control of the employer and the performance of the contract resulted in no violation of the Act. This interpretation of these cases reconciles them and eliminates all conflicts.

In the case at bar, the Board found that respondent caused the Association to be organized and dominated it in the performance of the bargaining contract. It therefore follows that it is controlled by the Greyhound Lines and National Licorice Company cases and the association was not a necessary party to the proceedings.

Respondent moves the court for an order remanding this cause to the Board with directions to receive evidence concerning the criminal activity of the International Brotherhood of Electrical Workers which filed the charges supporting the present complaint.

The intermediate report of the Trial Examiner was filed with the Board on July 1, 1939, and on August 29, 1939, the respondent filed its exceptions thereto. On November 9, 1939, the matter was orally argued and taken under submission by the Board. Respondent contended at the hearing, in its exceptions to the Examiner's intermediate report and in its brief, that the charges filed by the International Brotherhood of Electrical Workers were in bad faith and that no bona fide controversy with reference to unfair labor practices committed by respondent existed between it and its employees. It further alleged

that the purpose of the Brotherhood in filing the charges against it, was to cause respondent to require its employees, in violation of the National Labor Relations Act, to join the Brotherhood. In its petition for an order to reopen the case before the Board, respondent alleged that since November 23, 1938, its property had been destroyed in violation of the laws of Indiana and Michigan and charged many acts of violence.[9]

It further alleged that since February 1, 1940, John R. Marks, Earl Freeman, Parish Freeman, Frank Lung, and Laurence Yax had been arrested at South Bend, Indiana, all charged with the crime of destroying petitioner's property, and that all of the parties, other than Marks, had confessed and plead guilty to the offenses in the state courts of Indiana and that each of the confessing defendants had stated that Marks had paid them $2,325.00 to dynamite respondent's property. The present record shows that Samuel Guy, business manager of the Brotherhood, John R. Marks, assistant business manager, and Earl Freeman testified to material facts on which the Trial Examiner and the Board based their findings.

In respondent's motion for a remand hearing, it is alleged that in March 1941, Marks, Lung, and Freeman were convicted in the Elkhart Circuit Court of Indiana for the destruction of respondent's property and sentenced to the penitentiary. The Board overruled respondent's motion to reopen the case solely on the ground that the tendered evidence is without relevancy and admitting it to be true, it would present no ground for setting aside the Board's order requiring respondent to cease and desist from violating Section 8 (1) (2) of the Act and to take appropriate affirmative action to redress these unfair labor practices.

Petitioner urges on us that the Board is administering a public statute and not an act for the redress of private wrongs (Amalgamated Utility Workers *v.* Consolidated Edison Company, 309 U. S. 261, 265)

---

[9] (a) Dynamiting of cables at substation on South Main Street, immediately south of Ewing Avenue, South Bend, Indiana, on November 24, 1938, 7:25 P. M.
(b) Sawing off 3 transmission line poles on the Douglas Road ¼ mile east of Ironwood Drive in the vicinity of South Bend on September 5, 1939, at 3:25 A. M.
(c) Dynamiting of tower No. 106 on transmission line one mile north of Summerville, Michigan, on September 8, 1939, at 2:30 A. M.
(d) Dynamiting of tower No. 61 on transmission line, located 5 miles east of Niles, Michigan, and 2½ miles south of M–60 on October 19, 1939, at 9:01 P. M.
(e) Dynamiting of a transmission line pole on the Auten Road 1½ miles east of US–31, St. Joseph County, Indiana, on October 28, 1939, at 8:25 P. M.
(f) Dynamiting of transmission line pole located on the old interurban right of way, ½ mile south of the Michigan State Line in St. Joseph County, Indiana, ¼ mile west of US–31 on October 28, 1939, at 8:20 P. M.
(g) Dynamiting of tower No. 75 on transmission line near Arcola, Indiana, on October 30, 1939, at 6:10 A. M.
(h) Dynamiting of tower No. 170 on transmission line located 2 miles east of Ligonier, Indiana, and one mile south of US–6, on November 23, 1939, at 9:10 P. M.
(i) Dynamiting of tower No. 119 on transmission line located 2½ miles east of Benton, Indiana, on November 28, 1939, at 9:34 P. M. That in each of the instances (b) to (i) the lines dynamited or cut carried a high voltage of electricity, and some of said lines were located along public highways or railroad tracks.

and further that when the jurisdiction of the Board is once invoked, it must proceed with its statutory duty to prevent conduct found by the Congress to be inimical to the public interest. From this premise it urges that misconduct of the Brotherhood is entirely immaterial. Respondent urges on us that the tendered evidence is material for two purposes, (1) showing that the Brotherhood is not a bona fide labor organization and therefore the charges filed by it with the Board have no relation to the statutory purposes expressed in the National Labor Relations Act and, (2) impeaching the credibility of witnesses before the Board on whose testimony the Board relied for its finding of ultimate facts.

The Brotherhood had twelve members out of respondent's one thousand employees, and its general membership was composed of electrical wage workers. Among its alleged objects were the settlement of disputes with employers, reduction of working hours, procurement of adequate pay and promotion of the welfare of its members. It is affiliated with the American Federation of Labor, has 2,500 members and represents workers in Illinois and Indiana.

The question of whether the criminal syndicalism disclosed in the proffered evidence is chargeable to the Brotherhood and was committed in retaliation for respondent's refusal to assist the Brotherhood in the organization of respondent's employees and to recognize the Brotherhood as the employees' bargaining representative, is one of fact and should be considered by the Board.

The National Labor Relations Board lacks jurisdiction to issue a complaint against an employer for engaging in an unfair labor practice as defined in the Act until an informer authorized to do so has filed a charge with the Board. [Section 10 (b) National Labor Relations Act, 49 Stat. 453, 29 U. S. C. A. Supp. V, Sec. 160 (b).]

The only persons authorized to file a charge under the Act are employees (but not limited to employees of a particular employer) whose work has ceased as a consequence of, or in connection with, any current labor dispute, or because of any unfair labor practice of an employer, or an agency or employee representative committee or plan, in which employees participate and which exist for the purpose in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. [Sections 2 (3) (5) of the National Labor Relations Act, 49 Stat. 450, 29 U. S. C. A., Supp. V, Sec. 152 (3) (5).]

A labor organization filing a charge with the Board must have some direct connection with, or relationship to the employees of the employer of which complaint is made, and such organization must be capable of acting as a bargaining representative of such employees

if it should be so selected. Any other interpretation of the Act would admit inter-meddlers, resulting in a diversion of the Act's purposes to private ends and would intensify the evils which it sought to remedy.

Construing the statute as a whole to ascertain the intention and policy of the Congress in its enactment, it is clear that the Congress intended that only employees having a grievance because of unfair labor practices and labor organizations capable of acting as bargaining representatives could overcome the statutory inertia of the Board to take jurisdiction of controversies arising pursuant to the statute.

The object of the National Labor Relations Act was to obtain peace and security in the economic relationship between employer and employee so as to increase and not impede the flow of interstate commerce. The Act is not to be administered for the purpose of vengeance, but for the ends of justice, to give tranquility to industrial life. In its administration, we should take care not to uproot that which is the very foundation of the Act, and when trying an employer for its violation, we should be alert to avoid violating the rules which secure it. Violent proceedings bring on the bitterness of retaliation until all justice and moderation are trampled down and subverted.

The avowed purpose of the Act was to enable working men engaged in industry to strengthen their bargaining power through organization, which activity would induce the employer to enter into a collective agreement with the organization governing the relationship of the employer to the employees. This purpose would be thwarted, unless at least the formal consent of the employer is obtained. The purpose of the Act would not be subserved by allowing a labor organization guilty of criminal syndicalism to initiate proceedings before the Board. An employer would hardly be expected to willingly deal with a labor organization which had criminally destroyed his property.

One of the ultimate facts found by the Board was that the International Brotherhood of Electrical Workers was a labor organization as defined under Section 2 of the Act.* This finding was jurisdictional.

In our opinion the proffered evidence was material to establish whether or not the International Brotherhood of Electrical Workers, Local B-9 was a labor organization within the terms of 2 (5) of the Act.

---

* International Brotherhood of Electrical Workers is a labor organization chartered by the American Federation of Labor. It admits to membership electrical workers throughout the United States. Local B-9 of International Brotherhood of Electrical Workers admits to membership employees of the respondent and other electrical workers in Indiana and northern Illinois.

Samuel Guy, business manager of the Brotherhood, testified that during the last week in April 1937, an organization meeting which he was holding in Falcon's Hall in South Bend, Indiana, was spied upon by respondent's general line foreman, E. L. Livelsberger, and its assistant general line foreman, Glen Carlton. John R. Marks, assistant business manager, and Guy both testified that they talked with Thomas F. English, vice president and general manager of respondent, and Charles V. Calvert, assistant secretary, about organizing respondent's employees and that English stated that he had nothing to say about their union, but that he thought respondent's employees were well paid, satisfied and without need of a labor organization. The Trial Examiner accepted the statements of these witnesses as true and the ultimate facts based on their testimony were material to the Board's decision.

At the time of the trial, the evidence adduced on the trial of the criminal cases in the Indiana State Court involving these witnesses, was not available to respondent or to the Board. The new evidence is of such character that its consideration by the Board would probably produce a different result.

The evidence on which the Board relies in its finding that respondent was guilty of unfair labor practices is that respondent dominated and interfered with the formation of the Michiana Electrical Utility Workers Association through its supervisory employees. The question of whether these employees were acting on their own behalf and that of their co-employees, or at the behest of respondent, is the crux of the case. The Board found that the American Federation of Labor had been active in attempting to organize respondent's employees since the fall of 1935, and the Congress of Industrial Organization since the spring of 1937 and that neither had been successful.

The new evidence may throw some light on the issue of employer domination.

Pursuant to provisions of Section 10 (e) of the Act this cause is remanded to the Board with directions to hear and consider such additional evidence as may be tendered by the parties relating to the destruction of respondent's property by the International Brotherhood of Electrical Workers, Local B-9, or its agents or representatives.

The Board is directed to make appropriate findings in the light of such evidence and to make such evidence a part of the transcript herein and the Board is also authorized to make such modification, if any, in its present order as the additional evidence may require.

The other issues presented by the parties to this appeal remain undecided.

In the United States Circuit Court of Appeals for the Sixth Circuit

No. 8844

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDIANA & MICHIGAN ELECTRIC COMPANY, RESPONDENT

On Petition for Enforcement of an Order of the National Labor Relations Board

Motion of the National Labor Relations Board for Leave to File Petition for Rehearing and to Recall the Court's Mandate

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Sixth Circuit:

Comes now the National Labor Relations Board and respectfully moves this Honorable Court for leave to file the annexed petition for rehearing out of time and for the recall of the Court's mandate. In support of this motion the Board respectfully states that it failed to file the petition for rehearing within the period allotted by the Rules of the Court for the filing thereof in regular course for the following reasons:

Subsequent to the issuance of the Court's decision the Board first contemplated applying through the Solicitor General to the United States Supreme Court for a writ of certiorari to review the decision. It was only after time had elapsed that the Board concluded that it would be more desirable first to apply to this Court for rehearing. That preparation of the petition for rehearing necessitated reassignment of the case to attorneys who had not handled it before and reconsideration by them of the extensive record consisting of 2223 pages of typewritten transcript as well as exhibits and formal papers. Such reassignment was made necessary by reason of the death of Mr. Barrett, one of the two Board attorneys who were familiar with the record in the case, and the absence on maternity leave of Mrs. McDowell, the other such attorney. Moreover, the priority given by the Government Printing Office, where briefs of the Board are required by law to be printed, to printing requests by the Congress, and the heavy demands made upon that office by national defense agencies, have additionally delayed the filing of the petition.

Respectfully submitted.

ROBERT B. WATTS,
General Counsel,
National Labor Relations Board.

WASHINGTON, D. C., *February 1942.*

In the United States Circuit Court of Appeals for the Sixth Circuit

No. 8844

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

INDIANA & MICHIGAN ELECTRIC COMPANY, RESPONDENT

On Petition for Enforcement of an Order of the National Labor Relations Board

Petition of the National Labor Relations Board for Rehearing

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Sixth Circuit:

The National Labor Relations Board, praying leave to file this petition out of time for the reasons set forth in the annexed motion, respectfully petitions this Honorable Court for a rehearing in the above-entitled cause and respectfully shows to the Court as follows:

1. The opinion of the Court, rendered December 12, 1941, directs that (Slip Op., p. 12)—

"Pursuant to provisions of Section 10 (e) of the Act this cause is remanded to the Board with directions to hear and consider such additional evidence as may be tendered by the parties relating to the destruction of respondent's property by the International Brotherhood of Electrical Workers, Local B-9, or its agents or representatives."

In directing the remand, the Court held that this additional evidence, which respondent theretofore on February 19, 1940 (subsequent to the close of the Board's hearing) had proffered to the Board (R. 130–135) and which the Board in its Decision had refused to receive because it found the same to be irrelevant to the issues in the case (R. 139), was material for two purposes: (1) to establish whether the International Brotherhood of Electrical Workers, Local B-9, which filed the charge upon which the Board issued its complaint, was or was not a labor organization within the meaning of the Act, the Court holding that if it was not, the Board was without jurisdiction to issue the complaint; and (2) to impeach the credibility of three witnesses upon whose testimony the Board assertedly relied in making its ultimate findings. We respectfully submit that in holding the evidence to be material for either purpose, the Court fell into error and overlooked or misapprehended controlling principles of law which dictate a conclusion contrary to that reached by the Court. We shall

discuss the immateriality of the proffered evidence first as to the jurisdictional issue, and second as to the credibility issue.

2. With respect to the jurisdictional issue, the Court's fundamental assumption is that only a labor organization as defined in Section 2 (5) of the Act (or an employee as defined in Section 2 (3)) may file a charge upon which the Board may issue a complaint. We set forth below the invalidity of this assumption as demonstrated by the terms of the Act, its legislative history, and the decided cases (infra, paragraphs 3–8). But even if, for the moment, the Court's assumption be accepted, the complaint nevertheless was properly issued in this case. For—and this is conclusive—the alleged criminal conduct which allegedly deprived the Brotherhood of the status of a labor organization capable of filing a charge did not occur until after the charge had been filed and after the complaint had been issued by the Board.[10] Thus, at the time the charge was filed the Brotherhood was under no disability, the Board's jurisdiction was properly invoked, and, the complaint properly issued. That is determinative of the issue, for it is now settled that once the Board's jurisdiction has attached, it and not the charging union becomes the party in interest. "A charge of an unfair labor practice may be presented to the Board, but the person or group making the charge does not become the actor in the proceeding. * * * The Board as a public agency acting in the public interest, not any private person or group, not any employee or group of employees, is chosen as the instrument to assure protection from the described unfair conduct in order to remove obstructions to interstate commerce." Amalgamated Utility Workers v. Consolidated Edison Co., 309 U. S. 261, 264–265. Hence, the Board having secured jurisdiction and issued a complaint, it is plain that it could not be ousted of jurisdiction by any misconduct of the charging union subsequently occurring.

3. Furthermore, as above stated, we submit that the Court's fundamental assumption is erroneous, and that even if the misconduct had occurred prior to the filing of the charge and was chargeable to the Brotherhood, the Board would nevertheless have had jurisdiction to issue the complaint. In the first place, it is clear that the Brotherhood, regardless of its misconduct, is nevertheless a labor organization within the meaning of Section 2 (5).[11] Whether the Brotherhood is a "good" labor organization, or a "bad" labor organization, it is nevertheless a "labor organization" since it undeniably exists "for the purpose, in whole or in part, of dealing with employers concerning griev-

[10] The first act of dynamiting, according to respondent's own allegations, took place on November 24, 1938 (Slip Op., p. 8), while the charge had been filed on November 12, 1938, and the complaint issued on that same day (Id., pp. 1–2).

[11] Section 2 (5) provides as follows:

"The term 'labor organization' means any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work."

ances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." The Board's finding that the Brotherhood "is a labor organization chartered by the American Federation of Labor" (R. 141) is not open to rational challenge, whether that labor organization is or is not guilty of misconduct.[12]

But even if, as the Court indicates, the Brotherhood would not, if guilty of the claimed misconduct, be a labor organization within the meaning of Section 2 (5), we respectfully submit that, contrary to this Court's holding, there is no requirement under the Act limiting the filing of charges to "labor organizations" under Section 2 (5) or to "employees" under Section 2 (3).

"Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect" * * *.

Thus Section 10 (b) does not restrict the class of persons who may file a charge; the contrary is indicated by the provision that the Board may issue a complaint "whenever" a charge of unfair labor practices is made. Had Congress intended to restrict the class of persons who might file a charge to "employees" or "labor organizations," it readily could, and no doubt would, have said so. As the Court is well aware, the Act was the product of careful draftsmanship, was extensively considered, reported on, and debated before being passed in its present form. It is, we submit, inconceivable that if Congress had intended to permit only employees or labor organizations to file charges, it would have failed expressly to say in Section 10 (b) "Whenever it is charged by an employee or by a labor organization that" etc.

It should be noted that only recently the Supreme Court expressly rejected a comparable effort to limit the Board's power by "an infiltration of a portion of Section 2 (3)," which defines "employee," into Section 10 (c) of the Act. Phelps Dodge Corp. v. National Labor Relations Board, 313 U. S. 177, 191.

4. In addition to the terms of the Act, the legislative history bears out the view that Congress did not intend that the filing of charges be limited to any particular kinds of persons or organizations. In the hearings in March and April 1935, on the bill which became the Act,[13] when the subject of initiation of proceedings before the Board was raised, Senator Walsh thought that "provisions should be made to limit the issuing and making of complaints in labor disputes to persons who are connected with the plant" to avoid a situation whereby "some out-

[12] The Board in its decisions has customarily found, as it did in regard to the Association in the instant case (R. 141), that even a company-dominated labor organization existing in violation of Section 8 (2) is nevertheless a labor organization within the plain meaning of Section 2 (5).

[13] Hearings before the Committee on Education and Labor, United States Senate, Seventy-fourth Congress, First Session, on S. 1958, Washington, Gov't Printing Office, Part 3, 1935, pp. 439–442.

sider in the community—some minister or some other person or some woman's organization, or some labor organization, other than the one in the establishment—can lodge a complaint" (pp. 440–441). Senator Wagner, the sponsor of the bill, strongly objected, stating, "I will not agree to that limitation. You are restricting the workers' rights there" (p. 440), and insisted that if such a limitation were imposed, "where an employee has any complaint to make, he is at once discharged, and rather than lose his job he is not going to make a complaint. * * * The complaint may be well founded, without the individual running the risk of being notified the next day that his job is at an end" (p. 441). As the terms of the Act make clear, Senator Wagner's view prevailed and the suggested restriction was not incorporated into the Act.[14] By reading into the Act the limitation which Congress failed to incorporate, we submit that this Court has misconstrued the statute.

5. The Attorney General's Committee on Administrative Procedure, which made a comprehensive study of the National Labor Relations Board and of other administrative agencies, has flatly stated that "no limitations have been imposed, either by statute or by the Board's ruling, on the classes of persons who may file charges."[15]

6. Nor is there justification in policy or in reason for a requirement that a charge be filed only by one who is technically an "employee" or a "labor organization." The purpose of a charge is simply to inform the Board of the existence of unfair labor practices and, since the charge is subject to thorough investigation before a complaint is issued, there is no reason for restricting the class of those who may file it. This Court itself apparently recognized that the sole purpose of the charge was to inform the Board of the existence of unfair labor practices in its decision in Consumers Power Co. v. National Labor Relations Board, 113 F. (2d) 38 (C. C. A. 6), wherein it held (at p. 42)—

Under § 10 (b) of the National Labor Relations Act, no complaint may be issued by the Board until there has been a charge that some person has engaged, or is engaging, in an unfair labor practice affecting commerce. The filing of a charge is therefore jurisdictional.

---

[14] At the time of these Hearings, Section 10 (c) (now 10 (b)) read: "Whenever there is a charge or the Board shall have reason to believe" (Ibid., part 1, p. 4). This was amended on May 16, 1935 (79 Cong. Rec. 7565), to read: "Whenever it is charged," and the bill was passed in this form. Thus while the Board was deprived of power to issue a complaint unless a charge was filed, no restrictions were added to limit the class of persons or organizations who could file a charge.

[15] Administrative Procedure in Government Agencies, Monograph of the Attorney General's Committee on Administrative Procedure, Part V, National Labor Relations Board, Washington, Gov't Printing Office, 1941, p. 3. The Board's "ruling," to which the Committee referred, is contained in its Rules and Regulations, which have at all times provided (Article II, Section 1), "A charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization." The term "person," broadly defined in the Rules and Regulations (Article I, Section 1) to be the same as in the Act (Section 2 (1)), and thus to include "one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers," clearly includes the Brotherhood.

This means no more, however, than that the Board is without power to initiate a complaint upon its own motion, but must await the filing of a charge before its powers are exercised. The Act contains no specification of what constitutes a proper charge, save that it shall state that the respondent has engaged, or is engaging in any unfair labor practices affecting commerce. It would seem clear, therefore, that the provisions of Article II, § 4, of the Board's rules and regulations, are for the information of the Board, to apprise it of the nature of the unfair labor practices alleged with sufficient particularity to enable it to determine that the charges are substantial and not frivolous, and so that it may enter intelligently upon the exercise of its exploratory powers.

7. We respectfully submit that the course of decisions under the Act is likewise opposed to the result reached by this Court in the instant case. The Courts have uniformly held that the alleged misconduct of the charging union is immaterial to the maintenance of proceedings under the Act. In Wilson & Co. v. National Labor Relations Board, 103 F. (2d) 243, 244, 251 (C. C. A. 8), the company contended (though the official report does not set it forth in extenso) [16] that the labor organization which had filed the charges had engaged in threats and violence and that, therefore, the charge was improperly filed and the Board was without jurisdiction. The Court held that nevertheless the Union was a labor organization and the proceedings were properly instituted. The same contention with respect to a successor of the charging union in the first Wilson case was rejected without comment in Wilson & Co. v. National Labor Relations Board, 123 F. (2d) 411, 413 (C. C. A. 8). So, too, in National Labor Relations Board v. Hearst, 102 F. (2d) 658, 661, 663 (C. C. A. 9), the Court overruled the employer's contention that because the charging union had allegedly engaged in unlawful acts and had unclean hands, it was estopped from proceeding before the Board. Again, the Second Circuit in National Labor Relations Board v. Remington Rand, Inc., 94 F. (2d) 862, 872–873, certiorari denied, 304 U. S. 576, expressly held that it was no defense for the employer to assert that the charging union had "disqualified itself by its own misconduct from appealing to the Board"; the Court stated that "though the union may have misconducted itself, it has a locus poenitentiae." See also National Labor Relations Board v. Carlisle Lumber Co., 94 F. (2d) 138, 146 (C. C. A. 9), certiorari denied, 304 U. S. 575; 99 F. (2d) 533, 540, certiorari denied, 306 U. S. 646;

[16] See also Wilson & Co. v. National Labor Relations Board, 123 F. (2d) 411, 413 (C. C. A. 8).

cf. National Labor Relations Board v. Blanton Co., 121 F. (2d) 564, 568–569 (C. C. A. 8).

8. For the foregoing reasons the Board is of the view that the proceedings were properly instituted before the Board and that the Board had jurisdiction regardless of the misconduct in which the Brotherhood may have engaged (and particularly so since, as respondent's allegations indicate, the misconduct occurred after the complaint had been issued and Board jurisdiction had clearly attached). To hold that the Board is barred from restraining respondent's continued flouting of the Act through maintenance of a company-dominated union because of alleged misconduct in which some other union, the Brotherhood, may have engaged, is to confuse the private rights of the Brotherhood with the public rights which alone the Act was intended to subserve, i. e., to prevent and remove burdens and obstructions to interstate commerce arising from violations of the Act. National Licorice Co. v. National Labor Relations Board, 309 U. S. 350, 362–364, 366; Phelps Dodge Corp. v. National Labor Relations Board, 313 U. S. 177, 193; Amalgamated Utility Workers v. Consolidated Edison Co., 309 U. S. 261, 265–269. Respondent's continued maintenance of a company-dominated union denies to all the employes in the plant their rights of free self-organization. The Supreme Court has expressly declared that it is the Board's "public right and * * * duty" to prevent an employer's "enjoyment of any advantage which he has gained by violation of the Act, whether it be a company union" or some other advantage illegally obtained. National Licorice Co. v. National Labor Relations Board, 309 U. S. 350, 364. In the instant case, the Board is merely carrying out its public duty of disestablishing the illegal Association, not of establishing the Brotherhood. Were the issue one of requiring bargaining with the Brotherhood, the Board could consider that organization's conduct in determining the appropriateness of the remedy. Cf. National Labor Relations Board v. Fansteel Metallurgical Corp., 306 U. S. 240. But where the issue is one of requiring cessation of respondent's illegal relations with the Association, the misconduct of the Brotherhood has no relevancy whatsoever. We therefore respectfully urge upon the Court that the remand on this immaterial issue should be withdrawn.

9. The second ground for the remand, to impeach the credibility of three witnesses upon whose testimony the Board assertedly relied in making its ultimate findings, is equally invalid. This is so because in fact the evidence which these witnesses gave was either cumulative or entirely immaterial to the Board's findings and conclusions, and hence even if the new evidence would tend to impeach the credibility of these witnesses, it could in no wise affect the result.

The Court names three witnesses, Samuel Guy, John R. Marks, and Earl Freeman, whose testimony might be affected (Slip Op., pp. 9, 11–12). With respect to Guy, the Court refers to his testimony regarding an episode of surveillance of a union meeting by two supervisors (id., pp. 11–12). But examination of the record discloses that Guy's testimony regarding the episode (R. 180–182) was merely cumulative of the testimony given by the two supervisors themselves, Livelsberger and Carlton, who were both company witnesses (R. 480–481, 576–578), and was further corroborated by the testimony of another witness, Hoblitzel (R. 277–278). Thus since Guy's testimony was simply cumulative, the remand, regardless of Guy's credibility, could have no effect whatsoever upon the Board's findings. But even further, Guy was not one of the persons arrested, charged, or convicted of any criminal conduct (see Slip Op., p. 9); hence the remand, so far as we can see, would not bear upon his credibility in any case, apart from the fact that his credibility is, for the reasons above stated, immaterial.

The two other witnesses, Marks and Freeman, whose credibility is challenged, testified to no facts material to the Board's subsidiary or ultimate findings. The interview with English referred to by the Court (Slip Op., p. 12) is not mentioned or relied on by the Board in its decision, and on its face has no relevancy to the finding of domination of the Association. Further, the Board did not designate for printing any testimony by either Marks or Freeman (see R. 8–19), thus clearly indicating that the Board did not rely on any of their testimony. It is perfectly apparent that impeaching these witnesses could in no way affect the Boards decision, and that the remand could serve no other purpose than delay. Cf. National Labor Relations Board v. M. A. Hanna Co., decided February 13, 1942 (C. C. A. 6). In any event, so that there may be no question, the Board hereby consents that, for purposes of decision of the case by this Court, the testimony of Marks and Freeman be considered completely stricken as though it had not been given.

Since the testimony of Guy, Marks, and Freeman was thus merely cumulative or wholly immaterial, a remand to impeach the testimony is plainly improper. Indeed, even were their testimony less clearly immaterial to the issues, a remand would not be justified since the credibility of the witnesses had already been subjected to test by cross-examination. As this Court has repeatedly held, "newly discovered evidence which tends merely to affect the weight and credibility of evidence does not constitute proper basis for a new trial. Miller v. Commonwealth of Kentucky, 40 F. (2d) 820, 822 (C. C. A. 6)." Morton Butler Timber Co. v. United States, 91 F. (2d) 884, 893 (C. C. A. 6); see also Chambers v. Anderson, 58 F. (2d) 151, 154 (C. C. A. 6), and cases cited therein.

In sum, we submit that the remand is improper both on the jurisdictional issue and on the credibility issue, and that the remand should therefore be withdrawn and the case decided on the merits.

Wherefore, it is prayed that the filing of this petition be allowed, that the Court's mandate be recalled, that a rehearing be granted, and that on such rehearing the order of the Board be enforced.

Respectfully submitted,

ROBERT B. WATTS,
General Counsel,
ERNEST A. GROSS,
Associate General Counsel,
GERHARD P. VAN ARKEL,
Assistant General Counsel,
MORRIS P. GLUSHIEN,
HELEN F. HUMPHREY,
Attorneys,
National Labor Relations Board.

CERTIFICATE OF COUNSEL.

Comes now Robert B. Watts, General Counsel for the National Labor Relations Board, and certifies that he has read and knows the contents of the foregoing petition, and that said petition is filed in good faith and not for purposes of delay.

ROBERT B. WATTS.

WASHINGTON, D. C., *February 1942.*

Counter showing and motion of respondent to dismiss motion for leave to file petition for rehearing and recall the Court's mandate.

Filed March 2, 1942.

Comes now Indiana & Michigan Electric Company, respondent in this cause, and moves the Court to dismiss and deny the Motion of National Labor Relations Board for leave to file Petition for Rehearing and to recall the Court's mandate, and says that said Motion is insufficient for each of the following reasons:

1. The printed opinion of the Court was filed in Court on December 11, 1941; the motion for leave was filed herein by the Board on February 19, 1942. Rule 28 of this Court, effective January 1, 1940 and thereafter, provides that "a petition for rehearing after judgment can be presented only within thirty days after the day when the printed opinion of the Court is filed, unless by special leave granted during such thirty days by the Court or a judge thereof a further time is allowed." Therefore, said Motion was not filed within the time fixed by the rule of this Court.

2. The Motion for leave is insufficient in each of the following particulars:

(a) The Motion states that the Board did not file a petition for rehearing within the time fixed by the rules of this Court because it "first contemplated applying * * * to the United States Supreme Court for a writ of certiorari," and "it was only after time elapsed that the Board concluded it would be desirable first to apply to this Court for rehearing." The Motion states no excuse for the failure of the Board to arrive at a conclusion within the time fixed by Rule 18 for filing a motion for rehearing; the inability of a party's attorney to decide whether one of two motions should be filed is no excuse for the failure to file the one finally determined upon with the time fixed by the Court for the filing of the same.

(b) The Motion next seeks to excuse the Board's neglect and delay to file in time because of the death of a "Mr. Barrett," but does not state what his connection with or knowledge of the case was, or when he died, or when the matter was reassigned to other counsel.

(c) The Motion next seeks to excuse the Board's neglect and delay to file in time because of physical inability of one Mrs. McDowell to act in the matter, but does not state when she became incapable of acting, what her connection with or knowledge of the case was, or when the matter was reassigned to other counsel.

(d) Both the Original Brief and the Reply Brief heretofore filed in this cause contain the names of Robert B. Watts, Lawrence A. Knapp and Ernest A. Gross as being counsel in this cause for the Board; no excuse or explanation is given why these attorneys did not perform their duties, and represent the Board before this Court in compliance with the rules of the Court.

(e) The record in this case shows that the Board appeared in this action by its attorney, M. Kollender, who on November 13, 1941, conducted the oral argument in this Court upon the merits of the cause; the Board's motion does not state any reason or excuse for his failure to file a motion for rehearing within time, or to file herein within the thirty days a motion for leave to file a petition for rehearing after the 30 days fixed by Rule 18 of this Court.

(f) The Motion for leave fails to state when the Board's motion for rehearing was delivered for printing to the Government Printing Office, whether it was delivered within the time given by Rule 18, and what delay, if any, was experienced in the Government Printing Office in printing the motion.

(g) All of the statements contained in the Motion for leave are of facts which are wholly outside the record of this case; the Motion is not verified by any one, and therefore, the Motion presents nothing for the Court's decision. Rule 23 (1) of this Court requires that Motions shall be accompanied "by such affidavits as are thought

proper". Where the Board by its Motion seeks to place before the Court facts which are not shown by the record, a supporting affidavit is not only proper, but necessary.

Wherefore the Respondent moves that the Motion for leave to file its Petition for Rehearing be dismissed and denied.

Order denying motion for leave to file petition for rehearing

Entered March 5, 1942

Petitioner's motion for leave to file petition for rehearing and recall the Court's mandate in the above cause coming on to be heard and it appearing that said motion was filed more than thirty days after the entry of the Court's judgment herein, and no sufficient cause being shown for failure to comply with the Court's Rule 28, it is ordered that the motion be and it is hereby denied.

United States Circuit Court of Appeals for the Sixth Circuit

I, J. W. Menzies, Clerk of the United States Circuit Court of Appeals for the Sixth Circuit, do hereby certify that the foregoing is a true and correct copy of record and proceedings in the case of National Labor Relations Board, Petitioner vs. Indiana & Michigan Electric Company, Respondent, No. 8844, as the same remains upon the files and records of said United States Circuit Court of Appeals for the Sixth Circuit, and of the whole thereof.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of said Court at the City of Cincinnati, Ohio, this 26th day of March, A.D. 1942.

[SEAL]

J. W. MENZIES,
Clerk of the United States Circuit Court of Appeals for the Sixth Circuit.

In the Supreme Court of the United States

October Term 1941

Order extending time within which to file petition for certiorari

On consideration of the motion of the Solicitor General on behalf of the National Labor Relations Board, it is hereby ordered that the time within which to file a petition for a writ of certiorari be and hereby is extended to and including April 11, 1942.

STANLEY REED,
Associate Justice of the Supreme Court.

MARCH 9, 1942.

U. S. GOVERNMENT PRINTING OFFICE 1942

Supreme Court of the United States

Order allowing certiorari

Filed May 25, 1942

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Sixth Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

U. S. GOVERNMENT PRINTING OFFICE 1942